

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 117	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER SOL-CI-16-00037		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 11/23/2016	
7. ISSUED BY CPOD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: NWD Cincinnati OH 45268		8. ADDRESS OFFER TO (If other than Item 7)		6. REQUISITION/PURCHASE NUMBER			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION							
9. Sealed offers in original and <u>See Provision L-24</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in <u>CPOD</u> until <u>1500 ET</u> local time <u>12/30/2016</u>							
CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME Brad Heath		B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS Heath.Brad@epa.gov	
		AREA CODE 513	NUMBER 487-2352	EXT.			
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OFFER (Must be fully completed by offeror)							

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.		DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER			

AWARD (To be completed by government)					
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY		26. NAME OF CONTRACTING OFFICER (Type or print) Noelle Mills	
CODE		CODE		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	Ordering Period - Technical Support for Assessment and Watershed Protection Period of Performance: 05/01/2017 to 04/30/2022				

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SECTION A - Solicitation/Contract Form

A-1 Clauses

There are no clauses in this section.

SECTION B - Supplies or Services/Prices

B-1 Clauses

B-1 ORDERING PROCEDURES – MULTIPLE AWARD INDEFINITE-QUANTITY CONTRACTS (CO Added Clause)

1. Task orders for the work described in Attachment 1, Performance Work Statement, will be competed among the multiple contractors that receive awards resulting from Solicitation No. SOL-CI-16-00037, except as provided for in FAR 16.505(b)(1)(i). All contractors shall submit proposals for each competed task order unless they have an organizational conflict of interest (COI) that cannot be avoided or mitigated. For those COI that the contractor believes can be avoided or mitigated, the contractor shall submit documentation of the potential COI issue, together with any proposed resolution, to the Contracting Officer for review and final determination no later than the fourth working day after the solicitation is issued.
2. Task orders may be awarded on a firm-fixed-price basis, or a cost-plus-fixed-fee basis, either completion or level-of-effort.
3. All contractors will be provided a fair opportunity to be considered for each order in excess of \$3,500 pursuant to FAR 16.505(b). The Contracting Officer may use information available on hand to ensure that each contractor is provided a fair opportunity to be considered. Alternatively, or in addition, contractors may be given the opportunity to propose on a given task order by any of the following mechanisms:
 - a. The Contracting Officer may telephone contractors to identify resource availability for simple, well-defined tasks which only require the contractor to meet a stated schedule;
 - b. The Contracting Officer may telephone or issue written requests by hard copy, facsimile, or e-mail to the contractors requesting the submission of offers for complex tasks, where a technical approach, as well as resource availability and price/cost need to be considered. The request may include a page limitation for the offer based on the complexity of the task order.
4. Each request for offer will include the following:
 - a. The Performance Work Statement and the technical and/or cost/price or other evaluation criteria which will be used to evaluate the offer. Evaluation criteria may include adequacy of technical approach to perform the order, adequacy of staffing plan/capability of proposed personnel, adequacy of delivery schedule, and record of past performance (on this and/or other recent contracts), including quality of deliverables, small business utilization, and record of cost control;
 - b. The components of the offer (technical and/or price/cost or other factors) to be submitted;
 - c. The format for submission;
 - d. The time frame for submission of the offer;
 - e. The basis for selection;
 - f. Any other relevant instructions to the contractor, including those regarding discussions.
5. Upon receipt of a request for offer, the contractor shall submit an offer to the Contracting Officer within the time specified in the request, normally two weeks. The Government shall have the right to accept the offer without further discussions. After acceptance, the Government will issue a task order. As noted above, the more complex tasks may include technical and cost components. However, some may only require cost/price submissions.

6. Proposals submitted for cost-type task orders will be based on current salary rates, as indicated by the contractor's current payroll data, and the current provisional indirect rates, as indicated by the latest indirect rate negotiation from the cognizant auditor. Offerors shall provide current, up-to-date, copies of: (1) negotiated provisional indirect rates and (2) payroll with their offers for individual task orders.

7. All task order offers shall include a conflict of interest certification. Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the request for offer or similar tasking document. In the COI certification, the contractor must certify that to the best of the contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the contractor must certify that its personnel who are proposed to perform work under the particular task order, or relating to the task order, have been informed of their obligation to report personal and organizational conflicts of interest to the contractor. The certification shall also include a statement that the contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of the task order.

8. Offers will be evaluated based on the method of selection described in the request for offer. The method of selection for issuance of a task order will be tailored to the specific requirements of the task order. Past performance, described in paragraph 9 below, will generally be a selection factor. The methods of selection may be any one of the following:

- a. Issuance of the order to the contractor offering the best value to the Government. In this situation, the order may state that technical quality is more important, cost is more important, or they are essentially equal.
- b. Issuance of the order to the contractor with the lowest evaluated cost, technically acceptable offer. Generally, the technical component of these offers are scored as acceptable or unacceptable rather than given point scores, and order issuance is made to the technically acceptable offer with the lowest evaluated cost/price.
- c. Issuance of the order to the lowest evaluated price. In a case such as this, a technical proposal would not be necessary.

Note: If offers are not point scored, evaluation criteria will be rated as acceptable or unacceptable. If this rating approach is used, the request for offers will identify what constitutes an "acceptable" and "unacceptable" rating.

9. Performance on previous task orders will be considered in the selection of subsequent task orders.

10. Issuance of an order may be made based on evaluation of initial offers without discussions, or on evaluation of offers and discussions. The request for offers will set forth whether or not discussions will be held, if awards will be based on evaluation with no discussions, or if the Contracting Officer reserves the right to have discussions if deemed necessary. If discussions are held, the Contracting Officer and, if necessary, the Task Order COR will hold discussions with the contractors after evaluation of initial offers.

B-2 EPAAR 1552.217-71 OPTION TO EXTEND THE TERM OF THE CONTRACT-COST-TYPE CONTRACT. (APR 1984)

The Government has the option to extend the term of this contract for **TBD in applicable Task Orders** additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. The Government's estimated level of effort is **TBD in applicable Task Orders** direct labor hours for the first option period and **TBD in applicable Task Orders** for the second. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended to **TBD in applicable Task Orders**

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of **TBD in applicable Task Orders** for the first option period and a new and separate level of effort of [] for the second option period.

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fee for each option period as follows:

TBD in applicable Task Orders

(d) If the contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows:

TBD in applicable Task Orders

**B-3 EPAAR 1552.216-72 ORDERING BY DESIGNATED ORDERING OFFICERS. (JUL 2014)
ALTERNATE I (JUL 2014)**

(a) The Government will order any supplies and services to be furnished under this contract by issuing task/delivery orders on Optional Form 347, or any agency prescribed form, from contract award through a 60-month period. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

NONE

(b) A Standard Form 30 will be the method of amending task/delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, the Contractor shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each ~~delivery~~ task order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

B-4 LOCAL CLAUSES EPA-B-16-101 MINIMUM AND MAXIMUM AMOUNTS

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$100,000. The amount of all orders shall not exceed \$113,000,000.

B-5 LOCAL CLAUSES EPA-B-16-102 ESTIMATED COST AND FIXED FEE

- (a) The estimated cost of this contract is **TBD in applicable Task Orders.**
- (b) The fixed fee is **TBD in applicable Task Orders.**
- (c) The total estimated cost and fixed fee is **TBD in applicable Task Orders**

B-6 LOCAL CLAUSES EPA-B-32-101 LIMITATION OF FUNDS NOTICE

- (a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of **TBD in applicable Task Orders** is allotted to cover estimated cost. Funding in the amount of **TBD in applicable Task Orders** is provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through **TBD in applicable Task Orders.**
- (b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EPA-B-16-102), the Limitation of Cost clause shall become applicable.
- (c) Recapitulation of Funds will be provided in the applicable modifications.

SECTION C - Description/Specifications

C-1 Clauses

C-1 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (JAN 2012)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

- (1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.
- (2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.
- (3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.
- (4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM-related work under this contract in accordance with the IRM policies, standards, and procedures set forth on the Office of Environmental Information Policy Web site. Upon receipt of a work request (i.e. delivery order, task order, or work assignment), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.

(c) *Section 508 requirements (accessibility)*. Contract deliverables are required to be compliant with Section 508 requirements (accessibility for people with disabilities). The Environmental Protection Agency Policy for 508 compliance can be found at www.epa.gov/accessibility.

(d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/policies/index.html>.

C-2 LOCAL CLAUSES EPA-C-10-101 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Performance Work Statement included in Attachment 1. Work will be ordered against the subject Performance Work Statement through Contracting Officer issuance of Task Orders.

C-3 LOCAL CLAUSES EPA-C-10-103 INCORPORATION OF CONTRACTOR'S QUALITY ASSURANCE (QA) PLAN

The Contractor shall adhere to the procedures set forth in its QA plan dated **to be determined at award**, which is incorporated by reference.

SECTION D - Packaging and Marking

D-1 Clauses

There are no clauses in this section.

SECTION E - Inspection and Acceptance

E-1 Clauses

E-1 FAR 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996)

E-2 FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT. (APR 1984)

E-3 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT. (DEC 2014)

The Contractor shall comply with the higher-level quality standard selected below.

	<u>Title</u>	<u>Number</u>	<u>Date</u>	<u>Tailoring</u>
[x]	Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs	ANSI/ASQC E4	1994	See Below

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA, and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

A. **Pre-Award Documentation:** The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal:

Documentation	Specifications
[X] Quality Management Plan	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01]
[] Joint Quality Management Plan/Quality Assurance Project Plan for the Contract	EPA Requirements for Quality Management Plans (QA/R-2)[dated 03/20/01] and EPA Requirements for Quality Assurance Project Plans (QA/R) [dated 03/20/01]
[] Programmatic Quality Assurance Project Plan For the Entire Program (contract)	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]
[X] Other Equivalent	Sample Quality Assurance Project Plans

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA. The offeror shall describe its plan for covering the costs associated with required

documentation. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. **Post-Award Documentation:** The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below:

C.	Documentation	Specification	Due After
<input type="checkbox"/>	Quality Management Plan	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01]	Award of Contract
<input type="checkbox"/>	Joint Quality Management Plan/Quality Assurance Project Plan for the Contract	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01] and EPA Requirements for Quality Assurance Project Plans (QA-R-5) [dated 03/20/02]	Award of contract
<input type="checkbox"/>	Quality Assurance Project Plan for the Contract	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	Award of Contract
<input type="checkbox"/>	Programmatic Quality Assurance Project Plan For the entire Program (contract)	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	Award of Contract
<input checked="" type="checkbox"/>	Quality Assurance Project Plan for each Applicable project	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	Issuance of statement of work for the applicable project
<input type="checkbox"/>	Project-specific Supplement to Programmatic Quality Assurance Project Plan For each applicable Project.	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	Issuance of statement of work for the applicable project
<input type="checkbox"/>	Other Equivalent project		Per Task Order requirements

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA. The offeror shall describe their plan for covering the costs associated with the required documentation.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation. (Note: Statement of Work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

- (a) The contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts in-
 - 1. Any subcontract for critical and complex items (see 46.203(b) and (c)); or
 - 2. When the technical requirements of a subcontract require-
 - (i) Control of such things as design, work operations, in-process control, testing, and inspection; or
 - (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

SECTION F - Deliveries or Performance

F-1 Clauses

F-1 FAR 52.242-15 STOP WORK ORDER. ALTERNATIVE 1 (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F-2 FAR 52.242-17 GOVERNMENT DELAY OF WORK. (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed -

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

F-3 EPAAR 1552.211-70 REPORTS OF WORK (OCT 2000)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment 2. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the Contractor preparing the report. The OMB clearance number for progress reports delivered under this contract is 2030-0005.

F-4 EPAAR 1552.211-75 WORKING FILES. (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in the contractor's working files upon request of the Contracting Officer.

F-5 EPAAR 1552.211-78 ADVISORY AND ASSISTANCE SERVICES. (JUL 2015)

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report: (a) Name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition; (e) name of the EPA Project Officer and the EPA Project Officer's office identification and location; and (f) date of report.

F-6 LOCAL CLAUSES EPA-F-12-101 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from award date through a five year (60-month) period exclusive of all required reports.

SECTION G - Contract Administration Data

G-1 Clauses

G-1 EPAAR 1552.216-74 PAYMENT OF FEE. (MAY 1991)

- (a) The term fee in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.
- (b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, Level of Effort-Cost-Reimbursement Term Contract.

G-2 LOCAL CLAUSES 1552.232-70 SUBMISSION OF INVOICES (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

- (a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 5 on the cover of the contract; two copies to the contract level Contracting Officer's Representative (the Contracting Officer's Representative may direct one of these copies to a separate address); and one copy to the Contracting Officer.
- (b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.
- (c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified this clause. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.
- (2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.
- (d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.
- (d)(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.
- (e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.
- (f)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment,

invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

INVOICE PREPARATION INSTRUCTIONS SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the

Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in **Date of Delivery or Service** above.

INVOICE PREPARATION INSTRUCTIONS SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by contractor labor category the number of hours, hourly rate and total dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

Other Direct Costs - identify by item the quantities, unit prices, and total dollars billed.

Consultants - by consultant, detailed supporting schedules of each element of cost.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and total dollars billed for the period in the invoice.

Subcontracts - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

Other Direct Costs - identify by item the quantities, unit prices, and total dollars billed.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Consultants - by consultant, detailed supporting schedules of each element of cost.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules.

NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.

- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

G-3 LOCAL CLAUSES 1552.242-70 INDIRECT COSTS (APR 1984) (DEVIATION) (JUN 1992)

(a) In accordance with paragraph (d) of the 'Allowable Costs and Payment' clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
 Chief, Cost Policy and Rate Negotiation Section
 Procurement and Contracts Management Division
 (PM-214F)
 401 M St., S.W.
 Washington, D.C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.804-4) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The

final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the 'Allowable Costs and Payment' clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, subject to adjustment when the final rates established. The established billing rates are currently as follows:

Cost Center: **To be determined at award**

Period: **To be determined at award**

Rate: **To be determined at award**

Base: **To be determined at award**

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center: **To be determined at award**

Period: **To be determined at award**

Rate: **To be determined at award**

Base: **To be determined at award**

G-4 EPAAR 1552.245-70 GOVERNMENT PROPERTY. (SEP 2009)

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/or fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the "Government Property" clause and listed on the contract via contract modification.

(b) If the Government provides item(s) of Government property to the contractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

The "EPA Contract Property Administration Requirements" provided below apply to this contract.

U.S. Environmental Protection Agency

Contract Property Administration Requirements

1. Purpose. This document sets forth the requirements for the U.S. Environmental Protection Agency (EPA) contractors performing Government property management responsibilities under EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (FAR).

2. Contract Property Administration (CPAR)

a. EPA Delegation. EPA delegates all contract property administration to the EPA Contract Property Coordinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase or acquire Government Property or include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) relative to Government Property.

b. DCMA Re-delegation. The CPC may request support for contract property management oversight, including property administration and plant clearance, from the Defense Contract Management Agency (DCMA). If DCMA agrees to provide support, DCMA will notify the contractor of the assigned property administrator (PA) and plant clearance officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract and the CPC.

c. Disagreements. Notwithstanding the delegation(s), as necessary, the contractor may contact the CO. In the event of a disagreement between the contractor and the PA or the CPC the contractor should seek resolution from the CO.

3. Requests for Government Property.

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

- a. Contract number for which the property is required.
- b. An item(s) description, quantity and estimated cost.
- c. Certification that no like contractor property exists which could be utilized.
- d. A detailed description of the task-related purpose of the property.
- e. Explanation of negative impact if property is not provided by the Government.
- f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The contractor may not proceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.

4. Transfer of Government Property. The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide to the transferee, the receiving contractor, the information needed to establish and maintain the property records required of FAR 52.245-1, as well as all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perform a complete inventory of the property before signing the acceptance document for the property. Accountability will transfer to the receiving contractor upon receipt and acceptance of the property, in accordance with FAR 45.106.

5. Records of Government Property.

a. In accordance with FAR 52.245-1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material provided by the Government or acquired by the contractor and billed as a direct charge to the contract is Government property and records must be established as such.

b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

c. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

d. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the designated CPC and the Fleet Manager.

e. When Government property is disclosed to be in the management and/or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 52.245-1.

6. Inventories of Government Property. The contractor shall conduct a complete physical inventory of EPA property at least once per year. The contractor shall report the results of the inventory, including any discrepancies, to the CO. Reconciliation of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for information on final inventories.

7. Reports of Government Property. EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession. The annual summary is due as of September 30th of each year, and upon contract termination or expiration.

a. For each classification listed on the EPA Property Report form, with the exception of material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as Plant Equipment, Superfund and Special Test Equipment must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be received at EPA by the CPC by October 5th of each year.

f. Distribution shall be as follows:

Original to: CPC

One copy: CO

g. Contractors are required to comply with GSA and DOE special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the CPC.

8. Disposition of Government Property. The disposition process is composed of three distinct phases: identification, reporting, and final disposition.

a. Identification. The disposition process begins with the contractor identifying Government property that is no longer required for contract performance. Effective contract property management systems provide for identification of excess as it occurs. Once Government property has been determined to be excess to the accountable contract, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred via contract modifications to other contracts only when the COs on both the current contract and the receiving contract authorize the transfer.

b. Reporting.

(i) EPA. Government property shall be reported in accordance with FAR 52.245-1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions for completing and when to use the form may be found at FAR 52.245-1(j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at <http://www.arnet.gov/far/current/html/FormsStandard54.html>. Superfund property must contain a Superfund notification and the following language must be displayed on the form: "Note to CO: Reimbursement to the EPA Superfund is required."

(ii) DCMA. If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Officer (PLCO).

c. Disposition Instructions.

(i) Retention. When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.

(ii) Return to EPA. When Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.

(iii) Transfer. When Government property is identified as excess, the CO may direct the contractor in writing to transfer the property to another EPA contractor. The contractor shall transfer the property by shipping it in accordance with the instructions provided by the CO. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause.

(iv) Sale. If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow prospective bidders access to property offered for sale.

(v) Abandonment. Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another EPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The

contractor shall update the Government property record to indicate the disposition of the item and to close the record. The contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to disposition have been completed. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed disposition actions and submit it to the CPC.

9. Decontamination. In addition to the requirements of the "Government Property" clause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from contamination by any hazardous or toxic substances.

10. Contract Closeout. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the contract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed. The contractor shall update all property records to show disposal action. The contractor shall notify the CO, and, if delegated, the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed. The contractor shall complete a FINAL EPA Property report with all supporting documentation to the CPC.

Attachment 1

Required Data Element--In addition to the requirements of FAR 52.245-1(f)(vi), Reports of Government Property, the contractor is required to maintain, and report the following data elements for EPA Government property (all elements are not applicable to material):

Name and address of the administrative Contracting Officer; Name of the contractor representative; Business type; Name and address of the contract property coordinator; Superfund (Yes/No); No. of Subcontractor/Alternate Locations.

Note: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

G-5 EPAAR 1552.245-71 GOVERNMENT-FURNISHED DATA. (SEP 2009)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The following data will be furnished to the Contractor on or about the time indicated: **To be determined.**

G-6 LOCAL CLAUSES EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

To be determined at award

Contracting Officials responsible for administering this contract are as follows:

To be determined at award

G-7 LOCAL CLAUSES EPA-G-42-102 AUTHORIZED REPRESENTATIVE OF THE CONTRACT-LEVEL COR

(a) The Task Order Contracting Officer Representative (Task Order COR) referenced in the Clause entitled "TECHNICAL DIRECTION ", is the individual authorized by the Contracting Officer on an individual Task Order to:

- (1) receive Task Order deliverables;
- (2) receive copies of monthly progress reports specific to the Task Order for which the Task Order COR is authorized;
- (3) attend meetings with the Contract-Level COR and contractor in order to monitor progress of those Task Order for which he/she is cognizant; and
- (4) provide technical direction on those Task Order subject to the limitations of the above "TECHNICAL DIRECTION" clause.

G-8 LOCAL CLAUSES EPA-G-45-101 DESIGNATION OF PROPERTY ADMINISTRATOR

The property administrator for this contract is as follows:

Tina Harrison
E-mail: harrison.tina@epa.gov
Phone: 202-564-1095

USEPA Headquarters
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3204R
Washington, DC 20460

The property administrator is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

SECTION H - Special Contract Requirements

H-1 Clauses

H-1 EPAAR 1552.203-71 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER. (AUG 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H-2 EPAAR 1552.208-70 PRINTING. (SEP 2012)

(a) *Definitions.* "Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of a camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing."

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and include microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the duplication limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

(b) *Prohibition.* (1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000

copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the printing limitation is to eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.* (1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.* (1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel. Duplication services of "incidentals" in excess of the thresholds are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel.

(4) The contractor may perform the duplication of no more than a total of 500 units of an electronic information storage device (e.g., CD-ROMs, DVDs, thumb drives 1) (including labeling and packaging) per work assignment or task order/delivery order per contract year. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel.

(e) *Violations.* The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Clause.* The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H-3 EPAAR 1552.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST. (MAY 1994) - ALTERNATE I (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies-The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

H-4 EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL. (MAY 1994) - ALTERNATE I (JAN 2015)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Contracting Officer's Representative and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Contracting Officer's Representative and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H-5 EPAAR 1552.209-74 LIMITATION OF FUTURE CONTRACTING (APR 2004) ALTERNATE V (HEADQUARTERS SUPPORT) (APR 2004)

- (a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.
- (b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.
- (c) During the life of the contract and/or any task orders issued under it, whichever is longer, the contractor and its subcontractors will be ineligible to enter into any business or financial relationships that are subject to EPA regulations concerning the assessment of water quality attainment and point and nonpoint source pollution discharges of pollutants into water bodies. This limitation includes, but is not limited to, providing consulting, technical, or other advisory services to point and nonpoint source pollution dischargers, or to participants in litigation or enforcement actions associated with work performed for the Agency under the resultant contract/TO, unless the contractor receives prior written authorization from the EPA CO. This limitation would apply to TOs issued under this contract, for which the contractor has provided, is providing, or is preparing to provide technical and administrative support to the Agency.
- (d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.
- (e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.
- (f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.
- (g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.
- (h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H-6 EPAAR 1552.215-74 ADVANCED UNDERSTANDING-UNCOMPENSATED TIME. (AUG 1999)

- (a) The estimated cost of this contract is based upon the Contractor's proposal which specified that exempt personnel identified to work at the Contractor's facilities will provide uncompensated labor hours to the contract totaling

[TBD] percent of compensated labor. (Note: the commitment for uncompensated time, and the formula elements in paragraph (b) below, apply only to exempt personnel working at the Contractor's facilities and does not include non-exempt personnel or exempt personnel working at other facilities.) Uncompensated labor hours are defined as hours of exempt personnel in excess of regular hours for a [TBD] pay period which are actually worked and recorded in accordance with the company policy, entitled, [TBD].

(b) Recognizing that the probable cost to the Government for the labor provided under this contract is calculated assuming a proposed level of uncompensated labor hours, it is hereby agreed that in the event the proposed level of uncompensated labor hours are not provided, an adjustment, calculated in accordance with the following formula will be made to the contract amount.

Formula:

Adjustment equals estimated value of uncompensated time hours not provided.

Target uncompensated time percent minus [] percent.

Shortage of uncompensated time percent minus actual cost percent.

Estimated value of uncompensated time hours not provided equals shortage of uncompensated time percent times total exempt applicable direct labor costs (including applicable indirect costs).

(c) Within three weeks after the end of the contract, the Contractor shall submit a statement concerning the amount of uncompensated time hours delivered during the contract. In the event there is a shortage of uncompensated time hours provided, a calculation, utilizing the above formula will be made and this calculation will be the basis for an adjustment in the contract amount.

(d) In the event adjustments are made to the contract, the adjusted amounts shall not be allowable as a direct or indirect cost to this or any other Government contract.

H-7 EPAAR 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT. (MAY 1994) - ALTERNATE I (JAN 2015)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform

substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H-8 EPAAR 1552.228-70 INSURANCE LIABILITY TO THIRD PERSONS. (OCT 2000)

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

H-9 EPAAR 1552.235-70 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY. (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the U.S. Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR part 2, subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The contractor shall, in accordance with FAR part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor collect information.

H-10 EPAAR 1552.235-71 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the confidential information only under the following conditions:

(1) The Contractor and Contractor's Employees shall: (i) use the confidential information only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of confidential information are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(4) The Contractor shall not use any confidential information supplied by EPA or obtained during performance hereunder to compete with any business to which the confidential information relates.

(b) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of confidential business information by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded, pursuant to this contract, that require the furnishing of confidential business information to the subcontractor.

**H-11 EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION.
(APR 1996)**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 CFR Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

- (1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);
- (2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;
- (3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;
- (4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);
- (5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;
- (6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;
- (7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;
- (8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;
- (9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and
- (10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where

otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H-12 EPAAR 1552.235-80 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION. (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

H-13 EPAAR 1552.237-70 CONTRACT PUBLICATION REVIEW PROCEDURES. (APR 1984)

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) of this contract, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Contracting Officer's Representative will notify the Contractor of review completion within [5 IS THIS REALISTIC?] calendar days after the Contractor's transmittal to the Contracting Officer's Representative of material generated under this contract. If the Contractor does not receive Contracting Officer's Representative notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Contracting Officer's Representative, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Contracting Officer's Representative, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

H-14 EPAAR 1552.237-71 TECHNICAL DIRECTION. (AUG 2009)

(a) Definitions.

Contracting officer technical representative (COTR), means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

Task order, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The Contracting Officer's Representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The Contracting Officer's Representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the contract or task order;

(2) Constitutes a change as defined in the "Changes" clause;

(3) Causes an increase or decrease in the estimated cost of the contract or task order;

(4) Alters the period of performance of the contract or task order; or

(5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the Contracting Officer's Representative.

(e) If, in the contractor's opinion, any instruction or direction by the Contracting Officer's Representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify

the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

- (1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;
- (2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or
- (3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the Contracting Officer's Representative, shall be at the contractor's risk.

H-15 EPAAR 1552.237-72 KEY PERSONNEL. (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Program Manager	TBD
Quality Assurance Officer	TBD

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H-16 EPAAR 1552.237-75 PAPERWORK REDUCTION ACT. (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting officer that the required Office of Management and Budget (OMB) final clearance was received.

H-17 EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS. (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee relationship. (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 5 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate

in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 5 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H-18 LOCAL CLAUSES EPA-H-03-101 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to comply with the provisions of this clause.

H-19 LOCAL CLAUSES EPA-H-07-103 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA CONTRACTS)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.

4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

H-20 LOCAL CLAUSES EPA-H-09-101 CONTRACTOR DISCLOSURE REQUIREMENTS FOR CONFLICT OF INTEREST

In submitting notices of potential corporate, affiliate or personal conflicts of interest, the Contractor shall answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the particular situation, the Contractor shall reply by writing "Not Applicable" rather than by making no response.

The Contractor shall forward a copy of the company's answers to both the Contracting Officer and the Project Officer. Subcontractors must submit their answers to the EPA through the Prime contractor. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only by the Contracting Officer. All EPA decisions regarding the notifications will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding the Contracting Officer's decision to the subcontractor.

1. During the past three (3) calendar years, has the company or any employees that will be working at this site performed work at this site/facility? If the answer is 'yes', describe, in detail, the nature of work the company or employee(s) performed and provide the names of the employee(s); the dates the work took place and identify the

client(s) for whom the work was performed. Note: For reporting purposes, all clients including Commercial, Federal, State or local entities other than the EPA should be included in the check for potential conflict of interest.

2. For any work identified in question 1 that was performed by the company, provide the approximate dollar value of work performed for each client as well as the company's annual sales by fiscal year.

3. With whom has this potential conflict of interest been discussed (include EPA personnel, legal advisors, etc.)?

4. Provide, if relevant, information regarding how the company's organizational structure and/or management system affects its knowledge of possible conflicts or interest relating to other divisions or sections of the organization and how that structure or system could prevent or mitigate/neutralize potential conflicts of interest.

5. Provide an update of any significant change in control or ownership of the company since the submission of information for responsibility determination.

6. Provide any additional information which may be pertinent to this request.

When submitting responses to these questions, the Contractor shall provide the name and telephone number of someone in the company who is knowledgeable with regard to this notice of potential conflict of interest.

H-21 LOCAL CLAUSES EPA-H-09-106 TASK ORDER CONFLICT OF INTEREST CERTIFICATION

If specified in the Task Order (TO) the Contractor shall provide the Contracting Officer a conflict of interest certification within twenty (20) calendar days of receipt of the TO. Where TO's are issued for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first TO issued for that site. For all subsequent work on that site, the Contractor has a continued obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

In the certification the Contractor must certify, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this TO or relating to this TO, have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this TO or other work relating to this site. If not specified in the TO, the Contractor shall comply with clause entitled "TDD COI Notification".

H-22 LOCAL CLAUSES EPA-H-09-107 UNPAID FEDERAL TAX LIABILITY & FELONY CRIMINAL VIOLATION CERTIFICATION (APR 2012)

(a) In order to meet the requirements of Sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012 (Pub.L. 112-74); 2013 Continuing Appropriations Resolution (Pub.L. 112-175); Consolidated and Further Continuing Appropriations Act, 2013 (Pub.L. 113-6); Continuing Appropriations Act, 2014 (Pub.L. 113-46), and subsequent relevant appropriations acts, the contractor shall provide the contracting officer a certification whereby the contractor certifies:

(i) It is not a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months; and

(ii) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(b) Failure of the contractor to furnish a certification or provide such additional information as requested by the contracting officer may render the contractor ineligible for FY 2012, 2013, 2014 or subsequent FY contract funding.

(c) The contractor has a continuing obligation to update the subject certification as required.

H-23 LOCAL CLAUSES EPA-H-09-110 CONFLICT OF INTEREST EVALUATION - PEER REVIEWERS AND EXPERT PANELISTS

(a) Prior to selecting expert panelists/peer reviewers, the Contractor shall perform an evaluation to determine the existence of an actual or potential conflict of interest (COI) for each proposed panel member or peer reviewer. The financial and professional information obtained by the Contractor as part of the evaluation to determine the existence of an actual or potential COI is considered private and shall not be disclosed to outside entities except as required by law and/or regulation.

(b) The Contractor shall ensure that proposed expert panelists and peer reviewers will not have an actual or potential COI if they are selected to participate in an expert panel or peer review. When determining if a proposed peer reviewer or expert panelist may have an actual or potential COI, the Contractor shall incorporate the following yes/no questions (1) - (9) and requests for supporting information (10) - (18) into its established process to evaluate and determine the presence of an actual or potential COI:

Conflict of Interest Analysis Questions and Supporting Information

(1) To the best of your knowledge and belief, is there any connection between the subject chemical or topic and any of your and/or your spouse's compensated or uncompensated employment, including government service, during the past 24 months? Yes__No__

(2) To the best of your knowledge and belief, is there any connection between the subject chemical or topic and any of your and/or your spouse's research support and project funding, including from any government, during the past 24 months? Yes__No__

(3) To the best of your knowledge and belief, is there any connection between the subject chemical or topic and any consulting by you and/or your spouse, during the past 24 months? Yes__No__

(4) To the best of your knowledge and belief, is there any connection between the subject chemical or topic and any expert witness activity by you and/or your spouse, during the past 24 months? Yes__No__

(5) To the best of your knowledge and belief, have you, your spouse, or dependent child, held in the past 24 months any financial holdings (excluding well-diversified mutual funds and holdings with a value of less than \$15,000) with any connection to the subject chemical or topic? Yes__No__

(6) Have you made any public statements or taken positions on or closely related to the subject chemical or topic under review? Yes__No__

(7) Have you had previous involvement with the development of the document (or review materials) you have been asked to review? Yes__No__

(8) To the best of your knowledge and belief, is there any other information that might reasonably raise a question about an actual or potential personal conflict of interest or bias? Yes__No__

(9) To the best of your knowledge and belief, is there any financial benefit that might be gained by your or your spouse as a result of the outcome of this review? Yes__No__

(10) Compensated and non-compensated employment (for panel member/peer reviewer and spouse): list sources of compensated and uncompensated employment, including government service, for the preceding two years, including a brief description of the work.

(11) Research Funding (for panel member/peer reviewer): list sources of research support and project funding, including from any government, for the preceding two years for which the panel member/peer reviewer served as the Principal Investigator, Significant Collaborator, Project Manager or Director. For the panel member/peer reviewer's spouse, provide a general description of the spouse's research and project activities for the preceding two years.

(12) Consulting (for panel member/peer reviewer): list all compensated consulting activities during the preceding two years, including the names of the clients if compensation provided 15% or more of your annual compensation. For the panel member's spouse, provide a general description of the spouse's consulting activities for the preceding two years.

(13) Expert witness activities (for panel member/peer reviewer): list the sources of compensated expert witness activities and a brief description of each issue and your testimony. For the panel member/peer reviewer's spouse, provide a general description of the spouse's expert testimony provided in the preceding two years.

(14) Assets: Stocks, Bonds, Real Estate, Business, Patents, Trademarks, and Royalties (for panel member/peer reviewer, spouse, and dependent children): list specific financial holdings that collectively had a fair market value greater than \$15,000 at any time during the preceding 24-month period (excluding well-diversified mutual funds, money market funds, treasury bonds and personal residence).

(15) Liabilities (for panel member/peer reviewer, spouse, and dependent children): list liabilities over \$10,000 owed at any time in the preceding twelve months (excluding a mortgage on your personal residence, home equity loans, automobile and consumer loans).

(16) Public Statements: Provide a brief description of any public statement and/or positions taken that are closely related to the matter under review by the panel member.

(17) Involvement with document under review: Provide a brief description of any previous involvement of the panel member in the development of the document (or review materials) the individual has been asked to review.

(18) Other potentially relevant information: Provide a brief description of any other information that might reasonably raise a question about actual or potential personal conflict of interest or bias.

H-24 LOCAL CLAUSES EPA-H-11-108 SURVEY MANAGEMENT HANDBOOK

This contract will involve statistical surveys, data collection, using questionnaires, or statistical analysis of survey data. In performance of such tasks, the contractor shall follow the procedures set forth in the EPA's handbook on survey management, which can be found at the following web site:

<http://nepis.epa.gov/Exe/ZyPURL.cgi?Dockey=P1005GNB.TXT>

H-25 LOCAL CLAUSES EPA-H-15-101 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and

shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

H-26 LOCAL CLAUSES EPA-H-27-103 APPLICATION OF RIGHTS IN DATA - SPECIAL WORKS CLAUSE

The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments or task orders "...that are primarily for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's own use..." or when the Contracting Officer determines that there is a specific need to limit data distribution first produced under a particular work assignment or task order. The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments or task orders which are included in the examples set forth in FAR 27.405(a)(1) and also to other work assignments or task orders specifically identified by the Contracting Officer.

H-27 LOCAL CLAUSES EPA-H-28-102 MINIMUM INSURANCE REQUIREMENTS

As described in FAR 52.228-7, the following are the minimum amounts of insurance required under the contract:

Workers compensation and employer's liability: \$1,000,000

Comprehensive general liability: \$1,000,000

Comprehensive automobile liability: \$1,000,000

H-28 LOCAL CLAUSES EPA-H-31-105 APPROVAL OF TRAINING

(a) The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Statement of Work. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The contractor shall provide documentation of such training upon the request of the Contract-Level COR and/or Contracting Officer.

The Government will not directly reimburse the cost for contractor employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (b) below.

(b) There may be occasions when it is determined to be in the best interest of the Government to reimburse the contractor for the direct cost of training associated with a requirement that represents a unique Government need unrecognized at the time of contract award. When such circumstances occur, the contractor shall secure the Contracting Officer's prior written approval by submitting a written request through the Contract-Level COR that includes, at a minimum the following information:

(1) Individual to be trained to be identified in applicable work assignments.

(2) Description of circumstances necessitating the training. To be identified in applicable work assignments.

(3) Estimated cost to be identified in applicable work assignments.

(c) The Contracting Officer will provide the contractor with written approval or disapproval of the request. Approval of work plans that include training as another direct cost element shall not be construed to mean the

training is approved; i.e., the contractor shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the Contracting Officer unless approved pursuant to the terms of this clause.

H-29 LOCAL CLAUSES EPA-H-31-106 EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. The EPA Contract-level Contracting Officer's Representative (COR) or Work Assignment COR will determine and advise the contractor as to the availability of Federal facilities.

The allowability of travel costs for contractor personnel and experts, consultants and others hired under subcontracts to provide services to EPA shall be determined under Part 31 of the Federal Acquisition Regulation. The cost of travel, food, lodging, etc., for other conference attendees, including trainees, shall not be an allowable cost under this contract. Travel costs must be approved by the COR.

H-30 LOCAL CLAUSES EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at <https://www.fedconnect.net/Fedconnect/>. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

H-31 TASK ORDER OMBUDSMAN (CO-ADDED CLAUSE)

Contractors wishing to submit complaints regarding individual task orders shall do so to Susan Moroni, Task Order Ombudsman, U.S. Environmental Protection Agency, Office of Acquisition Management, 1200 Pennsylvania Ave. NW, Washington, D.C. 20460.

SECTION I - Contract Clauses

I-1 Clauses

I-1 FAR 52.202-1 DEFINITIONS. (NOV 2013)

I-2 FAR 52.203-3 GRATUITIES. (APR 1984)

I-3 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

I-4 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)

I-5 FAR 52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)

I-6 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

I-7 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

I-8 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)

I-9 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (APR 2010)

I-10 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S). (DEC 2007)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)-

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

EPA Office of Inspector General

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract-

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

I-11 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)

I-12 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)

I-13 FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (OCT 2016)

I-14 FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (JUL 2013)

I-15 FAR 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS. (JAN 2014)

I-16 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (OCT 2015)

I-17 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c) (1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

I-18 FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (NOV 2015)

I-19 FAR 52.210-1 MARKET RESEARCH. (APR 2011)

I-20 FAR 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)

I-21 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)

I-22 FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (AUG 2011)

I-23 FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010)

I-24 FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS. (OCT 2010)

I-25 FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS. (JUL 2005)

I-26 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)

I-27 FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010) - ALTERNATE IV (OCT 2010)

I-28 FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (OCT 2009)**I-29 FAR 52.216-7 ALLOWABLE COST AND PAYMENT. (JUN 2013)**

(a) *Invoicing.* (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.* (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) *Final indirect cost rates.* (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling

subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d) (5) of this clause, the Contracting Officer may-

- (A) Determine the amounts due to the Contractor under the contract; and
- (B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

- (1) Shall be the anticipated final rates; and
- (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

- (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or
- (2) Adjusted for prior overpayments or underpayments.

(h) *Final payment.* (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

- (i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and
- (ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

I-30 FAR 52.216-8 FIXED FEE. (JUN 2011)

I-31 FAR 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through 60 months.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I-32 FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$10,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$5,000,000;

(2) Any order for a combination of items in excess of \$6,000,000; or

(3) A series of orders from the same ordering office within 40 days that together call for quantities exceeding the limitation in subparagraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I-33 FAR 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 24 months.

I-34 FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days before the end of the performance period.

I-35 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (OCT 2014)**I-36 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (JUL 2013)**

(a) *Definitions.* As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
- (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ____ is, ____ is not a small business concern under NAICS Code 541611 assigned to contract number TO BE COMPLETED AT AWARD. (*Contractor to sign and date and insert authorized signer's name and title*).

I-37 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0 or the overtime premium is paid for work-

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall-

- (1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a) (1) through (a) (4) of the clause.

I-38 FAR 52.222-3 CONVICT LABOR. (JUN 2003)

I-39 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APR 2015)

I-40 FAR 52.222-26 EQUAL OPPORTUNITY. (SEP 2016)

I-41 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

I-42 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

I-43 FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (FEB 2016)**I-44 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)****I-45 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS. (MAR 2015)****I-46 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (AUG 2013)****I-47 FAR 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)****I-48 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS. (MAY 2008)**

(a) *Definitions.* As used in this clause-

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall-

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to EPA Contracting Officer.

I-49 FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS. (MAY 2008)**I-50 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)**

- I-51 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)**
- I-52 FAR 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)**
- I-53 FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)**
- I-54 FAR 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014)**
- I-55 FAR 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014) - ALTERNATE III (DEC 2007)**
- I-56 FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUN 1987)**
- I-57 FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS. (DEC 2007)**
- I-58 FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (FEB 2013)**
- I-59 FAR 52.232-1 PAYMENTS. (APR 1984)**
- I-60 FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)**
- I-61 FAR 52.232-11 EXTRAS. (APR 1984)**
- I-62 FAR 52.232-17 INTEREST. (MAY 2014)**
- I-63 FAR 52.232-20 LIMITATION OF COST. (APR 1984)**
- I-64 FAR 52.232-22 LIMITATION OF FUNDS. (APR 1984)**
- I-65 FAR 52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)**
- I-66 FAR 52.232-25 PROMPT PAYMENT. (JUL 2013)**
- I-67 FAR 52.232-25 PROMPT PAYMENT. (JUL 2013) - ALTERNATE I (FEB 2002)**
- I-68 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)**
- I-69 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)**
- I-70 FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)**
- I-71 FAR 52.233-1 DISPUTES. (MAY 2014) - ALTERNATE I (DEC 1991)**
- I-72 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996)**
- I-73 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I (JUN 1985)**
- I-74 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)**

I-75 FAR 52.237-3 CONTINUITY OF SERVICES. (JAN 1991)

I-76 FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)

I-77 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2014)

I-78 FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997)

I-79 FAR 52.242-13 BANKRUPTCY. (JUL 1995)

I-80 FAR 52.243-1 CHANGES - FIXED-PRICE. (AUG 1987) ALTERNATE II (APR 1984)

I-81 FAR 52.243-2 CHANGES - COST-REIMBURSEMENT. (AUG 1987) ALTERNATE II (APR 1984)

I-82 FAR 52.244-2 SUBCONTRACTS. (OCT 2010)

a) *Definitions.* As used in this clause-

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: **TO BE DETERMINED AT AWARD**

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c) or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting-
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

- (1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: **TO BE DETERMINED BY AT AWARD**

I-83 FAR 52.244-2 SUBCONTRACTS. (OCT 2010) - ALTERNATE I (JUN 2007)

(a) *Definitions.* As used in this clause-

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: **TO BE DETERMINED AT AWARD**

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c) or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting-
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e) (1) (i) through (e) (1) (iv) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: **TO BE DETERMINED BY AT AWARD**

I-84 FAR 52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)

I-85 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (APR 2015)

I-86 FAR 52.245-1 GOVERNMENT PROPERTY. (APR 2012)

I-87 FAR 52.245-9 USE AND CHARGES (APR 2012)

I-88 FAR 52.246-23 LIMITATION OF LIABILITY (FEB 1997)

I-89 FAR 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)

I-90 FAR 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS. (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

- (a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the U.S. EPA and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

- (b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the U.S. EPA and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to contract **TBD**. This may be confirmed by contacting Noelle Mills.

I-91 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT. (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid –

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to—

Noelle Mills, Contracting Officer
US EPA
26 W Martin Luther King Drive
Mail Stop: NWD-001
Cincinnati, OH 45268-0001

I-92 FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (APR 2012)

I-93 FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004)

I-94 FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)

I-95 FAR 52.249-14 EXCUSABLE DELAYS (APR 1984)

I-96 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

This web address can be used to access the FAR at <http://farsite.hill.af.mil/vffara.htm>

This web address can be used to access the EPAAR - http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl

I-97 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR 15) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I-98 FAR 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

I-99 APPLICABLE CLAUSES

(a) The following clauses apply only to firm-fixed-price task order:

52.229-3	FEDERAL, STATE AND LOCAL TAXES
52.232-1	PAYMENTS
52.232-8	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	EXTRAS
52.243-1	CHANGES –FIXED PRICE ALTERNATE II
52.245-1	GOVERNMENT PROPERTY
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)

(b) The following clauses apply only to the cost reimbursement task orders:

52.216-7	ALLOWABLE COST AND PAYMENT
52.216-8	FIXED FEE
52.222-2	PAYMENT OF OVERTIME PREMIUMS
52.232-20	LIMITATION OF COST
52.232-22	LIMITATION OF FUNDS
52.232-25	PROMPT PAYMENT ALTERNATE I
52.233-3	PROTEST AFTER AWARD ALTERNATE I
52.242-3	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS
52.243-2	CHANGES-COST REIMBURSEMENT ALTERNATE II
52.244-2	SUBCONTRACTS ALTERNATE I
52.245-1	GOVERNMENT PROPERTY
52.249-6	TERMINATION (COST REIMBURSEMENT)
52.249-14	EXCUSABLE DELAYS

SECTION J - List of Documents, Exhibits and Other Attachments

Attachment Number	Attachment Title	Number of Pages
1	Performance Work Statement	118
2	Reports of Work	2
3	Labor Classifications	2
4	Quality Assurance Surveillance Plan (QASP)	2
5	Contractor's Quality Management Plan (QMP)	TBD
6	Contractor's Organizational Conflict of Interest (OCOI) Plan	TBD
7	Contractor's Small Business Subcontracting Plan (If Applicable)	TBD
8	Client Authorization Letter	1
9	Past Performance Questionnaire	2

SECTION K - Representations, Certifications, and Other Statements of Bidders

K-1 Clauses

K-1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541611**.

(2) The small business size standard is **\$15,000,000**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

☒ (i) 52.204-17, Ownership or Control of Offeror

☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

☐ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☒ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months,

are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause No.	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

K-2 FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)

K-3 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)

(a) Definitions. As used in this provision-

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means-

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

K-4 FAR 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW. (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is ___ is not ___ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ___ is not ___ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

K-5 EPAAR 1552.209-72 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION. (APR 1984)

The offeror ___ is ___ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See section L of the solicitation for further information.)

K-6 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (OCT 2014)

(a) *Definitions.* As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) *Service-disabled veteran* means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is - 541611.

(2) The small business size standard is \$15,000,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) *Representations.* (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)* The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *(Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.)* The offeror represents as part of its offer that-

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. (The offeror shall enter the name or

names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.) Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *(Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.)* The offeror represents as part of its offer that-

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. (The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.) Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) *(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(7) *(Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.)* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) *(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)* The offeror represents, as part of its offer, that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. (The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.) Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K-7 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION. (OCT 2015)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of \$750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[] (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: [Name and Address of Cognizant ACO or Federal Official Where Filed:]

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: ☐

Name and Address of Cognizant ACO or Federal Official Where Filed: ☐

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no

K-8 FAR 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES. (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

___ Yes ___ No

If the offeror checked "Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K-9 EPAAR 1552.224-70 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT. (APR 1984)

(a) Section 6041 of title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with section 6041 of title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

K-10 LOCAL CLAUSES EPA-K-03-101 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS-REPRESENTATION

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste,

fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

SECTION L - Instructions, Conditions, and Notices to Bidders

L-1 Clauses

L-1 FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)

L-2 FAR 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. (JAN 2004)

L-3 FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY. (JUN 2003)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L-4 FAR 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR DATA OTHER THAN COST OR PRICING DATA. (OCT 2010) - ALTERNATE IV (OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide information described below: **TBD in applicable Task Orders**

L-5 FAR 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES--IDENTIFICATION OF SUBCONTRACT EFFORT. (OCT 2009)

L-6 FAR 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of an indefinite delivery/indefinite quantity (ID/IQ) type contract resulting from this solicitation.

L-7 FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION. (FEB 1999)

L-8 FAR 52.233-2 SERVICE OF PROTEST. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Noelle Mills, U.S.EPA, Cincinnati Procurement Operations Division, 4411 Montgomery Road, Suite 300 Norwood, OH 45212.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-9 FAR 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME. (MAR 2015)

(a) *Definitions.* As used in this provision-

Adjusted hourly rate (including uncompensated overtime) is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week which includes uncompensated overtime hours over and above the standard 40-hour work week. For example, 45 hours proposed on a 40-hour work

week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour (\$20.00 x 40 divided by 45 = \$17.78).

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

(b)(1) Whenever there is uncompensated overtime, the adjusted hourly rate (including uncompensated overtime), rather than the hourly rate, shall be applied to all proposed hours, whether regular or overtime hours.

(2) All proposed labor hours subject to the adjusted hourly rate (including uncompensated overtime) shall be identified as either regular or overtime hours, by labor categories, and described at the same level of detail. This is applicable to all proposals whether the labor hours are at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

L-10 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulations - www.acquisition.gov/far/

A copy of the EPA Acquisition Regulations - http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl

L-11 FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS. (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Environmental Protection Agency (48 CFR Chapter 15) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L-12 EPAAR 1552.209-70 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION. (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information

concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR subpart 9.5 and EPAAR part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L-13 EPAAR 1552.215-73 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION. (AUG 1999)

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at EPA and to whom and where it was submitted or update all outdated information on file.

(a) Contractor's Name: _____

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):

(c) Telephone Number: _____

(d) Individual(s) to contact re. this proposal: _____

(e) Cognizant Government:

Audit Agency: _____

Address: _____

Auditor: _____

(f)(1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:

Government cost-reimbursement type prime contracts and subcontracts \$ _____

Government fixed-price prime contracts and subcontracts \$ _____

Commercial Sales \$ _____

Total Sales \$_____

(2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year \$_____

Total Sales for Second Preceding Fiscal Year \$_____

(g) Is company a separate rate entity or division?

Yes_____

No_____

If a division or subsidiary corporation, name parent company:

(h) Date Company Organized:_____

(i) Manpower:

Total Employees:_____

Direct:_____

Indirect:_____

Standard Work Week (Hours):_____

(j) Commercial Products:_____

(k) Attach a current organizational chart of the company.

(l) Description of Contractor's system of estimating and accumulating costs under Government contracts.
(Check appropriate blocks.)

Estimated/actual cost Standard cost

Estimating System:

Job Order ____ ____

Process ____ ____

Accumulating System:

Job Order ____ ____

Process ____ ____

Has your cost estimating system been approved by any Government agency?

Yes ____ No ____

If yes, give name, date of approval, and location of agency:

Has your cost accumulation system been approved by any Government agency?

Yes ____ No ____

If yes, give name, date of approval, and address of agency:

(m) What is your fiscal year period? (Give month-to-month dates):

What were the indirect cost rates for your last completed fiscal year?

Fiscal year Indirect cost rate Basis of allocation

Fringe Benefits ____ ____

Overhead ____ ____

G&A Expense ____ ____

Other ____ ____

(n) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency?

Yes ____ No ____

If yes, give name, date of approval, and location of the Government agency:

Date of last preaward audit review by a Government agency:

If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.

(o) Cost estimating is performed by:

Accounting Department _____

Contracting Department _____

Other (describe) _____

(p) Has system of control of Government property been approved by a Government agency?

Yes ____ No ____

If yes, give name, date of approval, and location of the Government agency:

(q) Purchasing System: FAR 44.302 requires EPA, where it is the cognizant Government agency, to conduct a Contractor Purchasing System Review for each contractor whose sales to the Government, using other than sealed bid procedures, are expected to exceed \$25 million (annual billings) during the next twelve months. The \$25 million sales threshold is comprised of prime contracts, subcontractors under Government prime contracts, and modifications (except when the negotiated price is based on established catalog or market prices or is set by law or regulation).

Has your purchasing system been approved by a Government agency?

Yes ____ No ____

If yes, name and location of the Government agency:

Period of Approval: _____

If no, do you estimate that your negotiated sales to the Government during the next twelve months will meet the \$25 million threshold? Yes ____ No ____

If you responded yes to the \$25 million threshold question, is EPA the cognizant agency for your organization based on the preponderance of Government contract dollars?

Yes ____ No ____

If EPA is not your cognizant Government agency, provide the name and location of the cognizant agency

Are your purchasing policies and procedures written?

Yes ____ No ____

(r) Does your firm have an established written incentive compensation or bonus plan?

Yes ____ No ____

(s) Additionally, offerors shall submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

L-14 EPAAR 1552.215-75 PAST PERFORMANCE INFORMATION. (OCT 2000)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$10,000,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least 3 contracts and subcontracts completed in the last 3 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

(a) Name of contracting activity.

(b) Contract number.

(c) Contract title.

(d) Contract type.

(e) Brief description of contract or subcontract and relevance to this requirement.

(f) Total contract value.

(g) Period of performance.

(h) Contracting officer, telephone number, and E-mail address (if available).

(i) Program manager/project officer, telephone number, and E-mail address (if available).

(j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).

(k) List of subcontractors (if applicable).

(l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L-15 EPAAR 1552.219-71 PROCEDURES FOR PARTICIPATION IN THE EPA MENTOR-PROTEGE PROGRAM. (OCT 2000)

(a) This provision sets forth the procedures for participation in the EPA Mentor-Protege Program (hereafter referred to as the Program). The purpose of the Program is to increase the participation of concerns owned and/or controlled by socially and economically disadvantaged individuals as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually beneficial relationship between these concerns and EPA's large business prime contractors (although small businesses may participate as Mentors); to develop the technical and corporate administrative expertise of these concerns, which will ultimately lead to greater success in competition for contract opportunities; to promote the economic stability of these concerns; and to aid in the achievement of goals for the use of these concerns in subcontracting activities under EPA contracts. If the successful offeror is accepted into the Program they shall serve as a Mentor to a Protege firm(s), providing developmental assistance in accordance with an agreement with the Protege firm(s).

(b) To participate as a Mentor, the offeror must receive approval in accordance with paragraph (h) of this section.

(c) A Protege must be a concern owned and/or controlled by socially and economically disadvantaged individuals within the meaning of section 8(a)(5) and (6) of the Small Business Act (15 U.S.C. 673(a)(5) and (6)), including historically black colleges and universities. Further, in accordance with Public Law 102-389 (the 1993 Appropriation Act), for EPA's contracting purposes, economically and socially disadvantaged individuals shall be deemed to include women.

(d) Where there may be a concern regarding the Protege firm's eligibility to participate in the program, the protege's eligibility will be determined by the contracting officer after the SBA has completed any formal determinations.

(e) The offeror shall submit an application in accordance with paragraph (k) of this section as part of its proposal which shall include as a minimum the following information.

(1) A statement and supporting documentation that the offeror is currently performing under at least one active Federal contract with an approved subcontracting plan and is eligible for the award of Federal contracts;

(2) A summary of the offeror's historical and recent activities and accomplishments under any disadvantaged subcontracting programs. The offeror is encouraged to include any initiatives or outreach information believed pertinent to approval as a Mentor firm;

(3) The total dollar amount (including the value of all option periods or quantities) of EPA contracts and subcontracts received by the offeror during its two preceding fiscal years. (Show prime contracts and subcontracts separately per year);

(4) The total dollar amount and percentage of subcontract awards made to all concerns owned and/or controlled by disadvantaged individuals under EPA contracts during its two preceding fiscal years. If recently required to submit a SF 295, provide copies of the two preceding year's reports;

(5) The number and total dollar amount of subcontract awards made to the identified Protege firm(s) during the two preceding fiscal years (if any).

(f) In addition to the information required by paragraph (e) of this section, the offeror shall submit as a part of the application the following information for each proposed Mentor-Protégé relationship:

(1) Information on the offeror's ability to provide developmental assistance to the identified Protégé firm and how the assistance will potentially increase contracting and subcontracting opportunities for the Protégé firm.

(2) A letter of intent indicating that both the Mentor firm and the Protégé firm intend to enter into a contractual relationship under which the Protégé will perform as a subcontractor under the contract resulting from this solicitation and that the firms will negotiate a Mentor-Protégé agreement. The letter of intent must be signed by both parties and contain the following information:

(i) The name, address and phone number of both parties;

(ii) The Protégé firm's business classification, based upon the NAICS code(s) which represents the contemplated supplies or services to be provided by the Protégé firm to the Mentor firm;

(iii) A statement that the Protégé firm meets the eligibility criteria;

(iv) A preliminary assessment of the developmental needs of the Protégé firm and the proposed developmental assistance the Mentor firm envisions providing the Protégé. The offeror shall address those needs and how their assistance will enhance the Protégé. The offeror shall develop a schedule to assess the needs of the Protégé and establish criteria to evaluate the success in the Program;

(v) A statement that if the offeror or Protégé firm is suspended or debarred while performing under an approved Mentor-Protégé agreement the offeror shall promptly give notice of the suspension or debarment to the EPA Office of Small Disadvantaged Business Utilization (OSDBU) and the contracting officer. The statement shall require the Protégé firm to notify the Contractor if it is suspended or debarred.

(g) The application will be evaluated on the extent to which the offeror's proposal addresses the items listed in paragraphs (e) and (f) of this section. To the maximum extent possible, the application should be limited to not more than 10 single pages, double spaced. The offeror may identify more than one Protégé in its application.

(h) If the offeror is determined to be in the competitive range, or is awarded a contract without discussions, the offeror will be advised by the contracting officer whether their application is approved or rejected. The contracting officer, if necessary, may request additional information in connection with the offeror's submission of its revised or best and final offer. If the successful offeror has submitted an approved application, they shall comply with the clause titled "Mentor-Protégé Program."

(i) Subcontracts of \$1,000,000 or less awarded to firms approved as Protégés under the Program are exempt from the requirements for competition set forth in FAR 44.202-2(a)(5), and 52.244-5(b). However, price reasonableness must still be determined and the requirements in FAR 44.202-2(a)(8) for cost and price analysis continue to apply.

(j) Costs incurred by the offeror in fulfilling their agreement(s) with a Protégé firm(s) are not reimbursable as a direct cost under the contract. Unless EPA is the responsible audit agency under FAR 42.703-1, offerors are encouraged to enter into an advance agreement with their responsible audit agency on the treatment of such costs when determining indirect cost rates. Where EPA is the responsible audit agency, these costs will be considered in determining indirect cost rates.

(k) Submission of Application and Questions Concerning the Program.

The application for the Program for Headquarters and Regional procurements shall be submitted to the contracting officer, and to the EPA OSDBU at the following address: Socioeconomic Business Program Officer, Office of Small and Disadvantaged Business Utilization, U.S. Environmental Protection Agency, Ariel Rios Building (1230A), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, Telephone: (202) 564-4322, Fax: (202) 565-2473.

The application for the Program for RTP procurements shall be submitted to the contracting officer, and to the Small Business Specialist at the following address: Small Business Program Officer, RTP Procurement Operations Division (E105-02), U.S. Environmental Protection Agency, Research Triangle Park, NC 27711, Telephone: (919) 541-2249, Fax: (919) 541-5539.

The application for the Program for Cincinnati procurements shall be submitted to the contracting officer, and to the Small Business Specialist at the following address: Small and Disadvantaged Business Utilization Officer, Cincinnati Procurement Operations Division (CPOD-Norwood), U.S. Environmental Protection Agency, 26 West Martin Luther King Drive, Cincinnati, OH 45268, Telephone: (513) 487-2041

L-16 EPAAR 1552.233-70 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS. (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103 (d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

L-17 LOCAL CLAUSES EPA-L-09-101 SUBMISSION OF ORGANIZATIONAL CONFLICT OF INTEREST PLAN

As part of their cost proposal, offerors shall submit an Organizational Conflict of Interest Plan which outlines the procedures in place to detect and report conflicts of interest (COI), whether actual or potential, throughout the period of contract performance. The plan shall address step-by-step, the checks and balances in place to detect and report potential or actual COI at the organizational level and at the personal level that could result from activities associated with the Statement of Work. Offerors should refer to the L provision entitled "Minimum Standards for EPA Contractors' Conflict of Interest Plans," which sets forth the criteria which offerors' COI plans must meet in order to be considered acceptable by the Agency.

The plan will be evaluated in accordance with the criteria set forth in the Section M provision entitled "Evaluation of Conflict of Interest Plan."

L-18 LOCAL CLAUSES EPA-L-09-102 DISCLOSURE REQUIREMENTS FOR ORGANIZATIONAL CONFLICT OF INTEREST

(a) The proposed contract requires that the contractor provide technical support services for the EPA, Office of Wetlands, Oceans and Watersheds (OWOW) in the Office of Water (OW). The contractor(s)' primary responsibilities under the resultant contracts will be to provide technical support in the form of TMDL development through application of point and nonpoint source water pollution controls. This will include water quality assessments, and water quality modeling; analysis of cost and benefits; point and nonpoint source monitoring; case studies; development of draft pollution allocations, recommendations for NPDES permit limits, database development, data analysis, and data presentation; public education and outreach support. Additional work may include technical review of proposed projects under CWA section 404. An offeror shall specifically disclose whether it or any of its parent, subsidiary, affiliate, or sister companies is one of the following entities or has any significant business or financial relationships with such entities:

- The regulated industries affected by the statutes supported under this contract (i.e., Marine Protection, Research, and Sanctuaries Act; Clean Water Act; Marine Plastics Pollution Research and Control Act;

Water Resources Development Act; Shore Protection Act; Clean Vessel Act; National Environmental Policy Act; Clean Air Act

- Port authorities or coastal wastewater treatment facilities.
- Water and Waste Water Treatment facility owners and operators.
- Testing Laboratory owners and operators.
- Ocean Disposal Site owners and operators.
- Businesses that act in a consulting, advisory, or legal capacity with, or for, entities trying to overturn or circumvent regulations on ocean dumping, wastewater discharge, and water quality, which are the intended outcome of this contract.

Offerors are required to disclose the extent of those business or financial relationships in their proposals, and they shall describe how any actual or potential organizational conflicts of interest associated with such entities can be mitigated, neutralized, or avoided.

(b) Provision K., ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72), requires the offeror to certify whether it is or is not aware of any potential organizational conflict of interest (COI). If the offeror is aware of a conflict, then Provision L., ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70), requires the offeror to provide a disclosure statement in its proposal describing all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and any directors, or any proposed consultant or subcontractors) may have a potential organizational conflict of interest. Offerors responding to this solicitation are required to disclose any such business or financial relationships. The disclosure statement must address and identify any actual or potential organizational COI within the offeror's entire corporate organization, including parent company, sister companies, affiliates, and subsidiaries. In addition to identifying potential organizational COI, the disclosure statement shall describe how any such conflict can be avoided, neutralized, or mitigated. Also, the contractor's COI Plan shall describe the process by which the contractor will ascertain whether any actual or potential COI exist within its own company and all identified organizational relationships. The EPA Contracting Officer will determine an offeror's eligibility for award based on the information provided in the disclosure statement.

(c) The Agency has determined that the offerors identified in paragraph (a), or offerors that have significant business or financial relationships with such entities, may have a significant actual or potential organizational conflict of interest in relation to the requirements of this solicitation. In addition, the Agency has determined that offerors that provide consulting and/or technical services to the types of entities listed in paragraph (a) may present significant actual or potential COI concerns.

(d) The purpose of requiring the information covered by Paragraph (b) above is to provide the Agency with an opportunity to assess its vulnerabilities relative to organizational COI with respect to individual offerors prior to award. The Agency recognizes that there exists a need for offerors to gain the requisite experience necessary to fulfill the requirements of the proposed contract, and that such experience is often gained through provision of consulting or related technical services to the types of entities listed in paragraph (a). Accordingly, the fact that an offeror has worked, is working or plans to work for the types of entities listed in paragraph (a) will not necessarily disqualify the offeror from consideration for award on the basis of actual or potential conflicts of interest (COI). There is no precise formula for determining whether an offeror's business or financial relationships or its past, present, or future effort performing work for entities in the above referenced industries would result in a determination by the Contracting Officer that award to a particular offeror would not be in the best interest of the Government due to organizational COI concerns. Each offeror will be evaluated individually on the basis of the information disclosed pursuant to the requirements of this provision and upon the adequacy of the offeror's plan for avoiding, neutralizing, or mitigating such conflicts. In summary, the Agency is seeking a technically qualified offeror which can demonstrate that its activities and relationships will not impact its ability to provide unbiased work products to the Agency under the proposed contract.

L-19 LOCAL CLAUSES EPA-L-09-103 MINIMUM STANDARDS FOR EPA CONTRACTOR'S CONFLICT OF INTEREST PLANS

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). To accomplish this, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractor's COI Plans should be identified by a version number, date, and applicable CO for any previously approved COI Plan.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will be very useful to COS when evaluating whether or not a contractor has a COI.

B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the last three years, all current work, all sites (if applicable) and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months, or through all available records for a new company until 36 months of records are accumulated, from the time of receipt of the work from EPA. However, contractors are encouraged to search back as far as a company's records cover.

C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months or through all available records for a new company until 36 months of records are accumulated), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed and other pertinent information;
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of site name(s) (when applicable) related to any work performed;
- (5) the ability to search and retrieve the information in the data base; and
- (6) dollar value of work performed.

If applicable, the COI Plan shall include provisions for supplemental searches of parent, affiliate,

subsidiary, or sister company records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, work pertaining to a CERCLA/RCRA action, or work that may endanger a CERCLA enforcement action, to sign a personal certification. EPA recommends a policy whereby all company employees are required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI and that the individual has read and understands the company's COI Plan and procedures. Employee certifications shall be retained by the company.

E. Work Assignment (WA), Technical Direction Document (TDD), Task Order (TO), or Delivery Order (DO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its WA/TDD/TO/DO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/TO/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/TO/DO certifications.

F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/TO/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

G. Notification and Documentation

The COI Plan shall clearly delineate the official within the company responsible for making COI determinations. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determination; e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize, or mitigate the conflict. In addition, the contractor shall document all COI searches related to EPA work, whether or not an actual or potential COI has been identified.

H. Training

The COI Plan shall require all employees of the company to receive basic COI training and that each employee receive COI awareness training at least annually. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

I. Subcontractors' COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important

that subcontractors identify and report COI, as well as submit Limitation of Future Contracting (LOFC) requests for approval.

L-20 LOCAL CLAUSES EPA-L-12-101 PROPOSED CONTRACTOR START DATE

For proposal preparation purposes, offerors may assume a contract start date of 05/01/2017.

L-21 LOCAL CLAUSES EPA-L-15-102 TECHNICAL QUESTIONS

Offerors must submit all technical questions concerning this solicitation electronically through FedConnect. In order to submit questions, offerors must register in FedConnect at www.fedconnect.net, see main page for registration instructions. For assistance in registering or for other FedConnect technical questions please call the FedConnect Help Desk at (800) 899-6665 or email at support@fedconnect.net. Only those technical questions posted through FedConnect will be accepted. EPA must receive technical questions no later than 10 calendar days after the issuance date of this solicitation. EPA will utilize FedConnect to issue amendments to the solicitation (e.g., to answer technical questions which may affect proposal submittal). EPA will not reference the source of the questions.

L-22 LOCAL CLAUSES EPA-L-15-103 NOTIFICATION OF MULTIPLE AWARDS

- (a) The Government intends to award up to 4 contracts from this solicitation.
- (b) An offeror will be eligible to receive an award for only one (1) contract in response to this solicitation. Work under each contract will be performed independently of and simultaneously with work under the other contracts.
- (c) All quantities set forth in this solicitation represent quantities for one (1) of the contracts.
- (d) EPA reserves the right to award to make any number of awards, or no award, if considered to be in the Government's Best Interest

L-23 LOCAL CLAUSES EPA-L-15-104 ELECTRONIC SUBMISSION OF PROPOSALS/BIDS/OFFERS/QUOTES (MAR 2014)

- (a) Electronic submission of proposals, bids, offers or quotes is required and shall only be accepted through the FedConnect web portal. FedConnect can be accessed at <https://www.fedconnect.net/Fedconnect/>. All responses to questions will be released on FedConnect. For assistance in registering or for other FedConnect technical questions please call the FedConnect Help Desk at (800) 899-6665 or email at support@fedconnect.net. There is no charge for registration in or use of FedConnect.
- (b) All vendors must be registered in the System for Award Management (SAM), as this facilitates vendor credentials validation for FedConnect. Registration may be completed and information regarding the registration process may be obtained at <http://www.sam.gov>. There is no charge for registration in SAM.

L-24 LOCAL CLAUSES EPA-L-36-101 PROPOSAL INSTRUCTIONS

(a) Proposal Instructions

(1) The offeror's response is to be submitted in two volumes. The technical proposal is to be separate from the cost proposal. Responses are subject to the following requirements and limitations:

- I. Technical Proposal: Page limit of 150 double sided pages.
- II. Cost Proposal: No page limit.

(2) Offerors shall include a cover letter with their proposal. The cover letter shall include, but is not limited to, the following:

- (i) The solicitation number;
- (ii) The name, address, telephone numbers, facsimile numbers, and electronic addresses of the Offeror;
- (iii) Names, titles, telephone numbers, facsimile numbers, and electronic addresses of persons authorized to negotiate with the Government on the Offeror's behalf in connection with this Solicitation;
- (iv) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority;
- (v) Name, title, and signature of principals of the firm;
- (vi) The name, address, telephone number, facsimile number, and electronic address of the individual in the Offeror's organization to be contacted, if necessary, during evaluation of the proposal;
- (vii) The complete formal name and address of the Offeror's organization and/or other participants to be used in any resulting contract. Provide Dun and Bradstreet LTD DUNS number for each organization and new entity if one is being created;
- (viii) The name, address, telephone numbers, facsimile numbers, and electronic addresses of representatives of the Government agency having administrative cognizance over the Offeror, contractor team arrangement (as defined at FAR 9.601), or parent company, as applicable (such as contract administration within the meaning of FAR 42.3, Contract Administration Office Functions); and
- (ix) A statement that the Offeror grants to the EPA or its authorized representatives, the right to examine, for purposes of verifying the information submitted, those books, records, documents, and other supporting data that will permit adequate evaluation; and this right may be exercised in connection with any such reviews deemed necessary by the Government.

(3) As explained in paragraph (b) below, offerors must submit an electronic version of their cost and technical proposals. Electronic versions shall be submitted via the FedConnect® web portal (www.fedconnect.net). In order to submit proposals, offerors must register in FedConnect® at www.fedconnect.net, see main page of FedConnect® website for registration instructions. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net

- (i) For those mailed through the U. S. Postal Service -

U.S. Environmental Protection Agency
Cincinnati Procurement Operations Division
Attn: Brad Heath
26 West Martin Luther King Drive
Mail Stop NWD-001
Cincinnati, OH 45268-0001

- (ii) For those sent by Courier or Hand Carried -

U.S. Environmental Protection Agency
Cincinnati Procurement Operations Division
Attn: Brad Heath
4411 Montgomery Road, Suite 300
Cincinnati, OH 45212

- (iii) NOTE: There must be an annotation on the face of the package which shows the RFP number and the

closing date.

(b) Volume-Specific Instructions:

(1) Technical Proposal Instructions

Offerors shall submit one (1) printed/hard copy of the technical proposal that will serve as the official copy, two (2) CD submissions of the Technical Proposal, and one (1) electronic submission at the FedConnect® website. The one (1) printed/hard copy of the technical proposal shall be delivered with the two (2) CD copies of the Technical Proposal by either mail or hand courier (see addresses listed above).

The two (2) CD-ROMs shall contain electronic copies of the information submitted in the hard copy volume. The CD-ROMs are provided for evaluation convenience only. The printed/hard copy volume of the technical proposal constitutes the official Offer and proposal. In the event of a conflict, the hard copy material takes precedence over the CD-ROM text and the electronic submission on the FedConnect website. The technical evaluation of proposals will be based on the Technical Evaluation Criteria in provision M, Local Clauses EPA-M-15-101 "EVALUATION FACTORS FOR CONTRACT AWARD".

FAXED OR E-MAILED COPIES OF THE TECHNICAL PROPOSAL WILL NOT BE ACCEPTED

1) In order that the EPA may evaluate technical proposals in accordance with Technical Evaluation Criteria, offerors must address the following in their technical proposal.

The technical proposal shall be limited to 150 double-sided, typewritten pages on standard 8½ x 11-inch paper, using no less than 12-point character size and no less than one inch all around margins. 10-point font is acceptable for non-text items such as tables, graphics, and exhibits. A piece of paper that has printing on both sides (double-sided) counts as two pages. A foldout page counts as two pages.

The offeror is strongly urged to be as succinct, clear, and concise as possible in writing the technical submission and adhering to the page limitation. **Any proposal pages that exceed the page limitation will not be evaluated.**

Exclusions: The following items are excluded from the page limitation:

- i. Transmittal letters, cover pages, table-of-contents, and dividers.
- ii. The offeror's Quality Management Plan (QMP), Sample QAPPs, letters of commitment, resumes, journal articles, and presentations (as applicable) shall be submitted as separate, tabbed attachments to the technical proposal and shall not count toward the page limitation. **Only resumes explicitly requested by the instructions for specific criteria will be evaluated.**

2) The term "offeror" as used in the technical proposal instructions and the technical evaluation criteria shall mean the prime contractor and any proposed subcontractors and consultants.

3) The offeror's technical proposal must be prepared as a separate part of the total proposal package, and shall be specific and sufficiently detailed to allow a complete evaluation of the method of satisfying the requirements set forth in the RFP. All cost or pricing details shall be omitted from the technical proposal.

4) The technical proposal shall comprehensively address each of the criteria described in the Technical Evaluation Criteria in provision M, Local Clauses EPA-M-15-101 "EVALUATION FACTORS FOR CONTRACT AWARD," and shall be prepared in exactly the same order **using the same numbering system for all criteria and subcriteria**, including all material that is to be evaluated under the appropriate criterion and subcriterion. Resumes and consultant letters of commitment, referenced in more than one criterion, need only be attached once as an appendix or attachment.

5) The technical proposal shall include page numbers on all pages, including attachments.

6) It is mandatory that the offeror include, in both its cost and technical proposals, a clear explanation of how the individuals or categories proposed correspond to the Labor Categories included in the Cost Proposal Instructions. If proposal costing is not done based on specific individuals that are clearly named in both the cost and technical proposals, it is the contractor's responsibility to demonstrate clearly in the proposal that the method of pricing accurately reflects the costs of using the individuals cited technically to an extent consistent with the level of effort usage proposed for personnel being technically evaluated.

7) The offeror's proposal will be judged on an acceptable/unacceptable basis. For a proposal to be acceptable, it must demonstrate that it meets the acceptability requirements for each and every criterion and subcriterion identified in provision M, Local Clauses EPA-M-15-101 "EVALUATION FACTORS FOR CONTRACT AWARD." If a proposal is deemed to be unacceptable for any criterion/subcriterion, then the offeror will not be considered for contract award.

(i) The technical proposal shall include the Contractor's responses to the criteria/factors listed as:

Criterion A – Technical

Subcriterion A.1 TMDL Program Support

In order to be evaluated as acceptable for this subcriterion A.1, an offeror must demonstrate that it has met all of the elements in this subcriterion. For purposes of determining acceptability, an offeror shall demonstrate the completion of a minimum of 15 EPA-approved TMDLs for at least three (3) pollutant groups (Sediments, Nutrients, Metals, Organic Compounds, and/or Pathogens). TMDLs are defined as those which have met Section 303(d) of the Clean Water Act (CWA) and EPA guidance, have been publically noticed and have been entered in the national TMDL database.

Subcriterion A.2 Nonpoint Source (NPS) Technical Support

In order to be evaluated as acceptable for this subcriterion A.2, an offeror must demonstrate that it has met all of the elements in this subcriterion. For purposes of determining acceptability, an offeror shall demonstrate experience on a minimum of three projects providing technical, logistical, or administrative support in the assessment and implementation of watershed-based strategies for controlling NPS with at least one project in each of the following categories: urban runoff/stormwater, agricultural runoff, and one other NPS category. Experience shall demonstrate technical, logistical, or administrative support in the development of technical guidance, workshops, or training, and can be demonstrated for any of a variety of stakeholder groups, including both government and non-governmental organizations.

Subcriterion A.3 Monitoring Program & Data Management Technical Support

In order to be evaluated as acceptable for this subcriterion A.3, an offeror must demonstrate that it has met the element in this subcriterion. For purposes of determining acceptability, an offeror shall demonstrate experience with one or more projects in which the offeror successfully assembled data from multiple sources into Access and Oracle databases. The project(s) shall also demonstrate production of a minimum of two complex water quality assessment data reports based on the data compiled into the database(s). In addition, the project(s) shall demonstrate experience with Access and Oracle-based system operation, maintenance, and enhancement.

Subcriterion A.4 Healthy Watersheds Program Support

In order to be evaluated as acceptable for this subcriterion A.4, an offeror must demonstrate that it has met all the elements in this subcriterion. For purposes of determining acceptability, an offeror shall demonstrate experience with a minimum of two projects. At least one project shall demonstrate experience in multidisciplinary aquatic ecosystem sciences. For example, the project could include a combination of general ecology and ecosystem science, landscape ecology, biology (including habitat), chemistry (in the context of systems ecology), hydrology (both groundwater and surface water), fluvial geomorphology, and geology (including soils science). The offeror shall demonstrate a second project that demonstrates experience with monetized and non-monetized ecological benefits and services serving as an impetus for adopting measures to prevent the impairment of healthy watersheds.

The experience can be demonstrated for any of a variety of stakeholder groups, including both government and non-governmental organizations.

Subcriterion A.5 General Program Support

In order to be evaluated as acceptable for this subcriterion A.5, an offeror must demonstrate that it has met the element in this subcriterion. For purposes of determining acceptability, an offeror shall demonstrate it has experience with compiling, calibrating and verifying at least 2 economic models for the purpose of demonstrating the costs and benefits of various watershed management strategies and programs.

Subcriterion A.6 Technical Support related to Ocean and Coastal Pollution Control and Impact Mitigation, Assessment of material proposed for Ocean Disposal, Assessment of proposed and active Ocean Disposal Material Sites, Aquatic Trash, Vessel and Port Pollution

In order to be evaluated as acceptable for this subcriterion A.6, an offeror must demonstrate that it has met the elements in this subcriterion. For purposes of determining acceptability, an offeror shall demonstrate collective experience with a minimum of two projects.

Subcriterion A.7 Technical, Programmatic, Planning, Development and Implementation Support for Environmental, Ecological, Climate Change, Health Assessment, Public and Communication Outreach, Ocean Acidification, and Coral Reef Activities

In order to be evaluated as acceptable for this subcriterion A.7, an offeror must demonstrate that it has met the elements in this subcriterion. For purposes of determining acceptability, an offeror shall demonstrate collective experience with a minimum of two projects.

Criterion B – Quality Assurance / Quality Control

This criterion evaluates the adequacy of the Offeror's ability to effectively manage the quality assurance (QA) activities of the contract. EPA's determination, on a Pass/Fail basis, of the Offeror's acceptability for Criterion B, will be based on an evaluation of the substance of the information contained in the two documents furnished under this subcriteria:

Subcriterion B.1 Sample Quality Assurance Project Plan for New and Existing Data

The sample Quality Assurance Project Plan (QAPP) For New & Existing Data will be used to evaluate the effectiveness of the Offeror's quality system and quality assurance measures, as required in the PWS. The sample QAPP for New & Existing Data that is included in the Offeror's proposal must reflect the type of technical work that can be anticipated for the watershed management approaches, water quality assessments, economic and environmental modeling, field monitoring and logistics activities, as required in the Performance Work Statement (PWS) of the Solicitation. For this subcriterion, "team" is defined as the prime and any subcontractors, consultants and/or consultant organizations proposed by the Prime at the time of proposal submission.

The sample QAPP for New and Existing Data does NOT have to be prepared specifically for the RFP PWS.

The offeror shall provide a sample QAPP that describes in comprehensive detail the necessary quality assurance, quality control, and other technical activities that must be implemented to ensure that the results of the work performed on a project will satisfy the stated performance criteria. This plan must comply with "EPA Requirements" outlined under EPA QA/G-5 available at www.epa.gov/quality. The EPA will evaluate each offeror's Sample QAPP as part of the technical evaluation process and will rate the plan as 'acceptable' or 'unacceptable'.

Subcriterion B.2 Quality Management Plan (QMP)

The **Quality Management Plan** will be used to evaluate the effectiveness of the Offeror's quality system. In preparing the plan, the Offeror may refer to EPA's checklist: <http://epa.gov/quality/qs-docs/qmp-checklist.doc>.

The Offeror's QMP must be in conformance with ANSI/ASQC E4 and must demonstrate satisfactory capability to meet all of the requirements in Section 2.6. of the PWS; and all Agency Quality Assurance/Quality Control requirements associated with data collection, generation, production, analysis, use, and data management, including the following:

EPA OW Quality Management Plan (QMP) (EPA 821-R-09-001) published in February, 2009, <http://www.epa.gov/oamcinc1/1100002/attach9.pdf>.

EPA Requirements for Quality Management Plans, EPA QA/R-2, EPA/240/B-01/002, March 2001, <http://www.epa.gov/quality/qs-docs/r2-final.pdf>, (reissued May 2006), <http://www.epa.gov/quality/qs-docs/reissue.pdf>; and

Guidance for Developing Quality Systems for Environmental Programs (G-1), November 2002, EPA/240/R-02/008, (EPA QA/G-1), <http://www.epa.gov/quality/qs-docs/g1-final.pdf>

The Offeror shall prepare a QMP which shall be applicable to, and must demonstrate satisfactory capability to perform quality management through its Quality Management System for the entire Performance Work Statement of this contract, and shall be customized for this contract. If the Offeror's QMP contains a "team" of individual corporate entities, then the Offeror's QMP shall clearly identify a Prime Contractor among the Offeror's team. For the criterion, "team" is defined as the prime and any subcontractors, consultants and/or consultant organizations proposed by the Prime as the time of proposal submission. **The Offeror's QMP must be current, signed and with clearly identifiable corporate names and titles.**

The QMP that is included in the Offeror's Proposal shall have been prepared by the Prime Contractor, and must reflect satisfactory capability to meet the quality requirements of the work set forth in the Performance Work Statement (PWS) of the Solicitation.

The QMP shall describe in text, as well as graphically in an organization chart, the project (contract) organizational structure, including flow-down requirements for subcontractors, and consultants, and consultant organizations, to indicate lines of reporting and communication, and the roles and responsibilities between the Prime, the Prime's proposed team, and subcontractors.

Criterion C – Past Performance

This criterion is established to evaluate the Offeror's past performance utilizing information which the Government will elicit from various sources regarding contractual experience with the offeror. The Offeror shall provide a list of three (3) relevant contracts and/or subcontracts completed or ongoing during the last three (3) years which are similar in nature to this requirement in terms of technical scope, size (dollar amount), type, and complexity to the proposed contract, and list all contracts and subcontracts currently in progress which are similar in technical scope, size (dollar amount), type, and complexity to the proposed contract. For purposes of this criterion, "similar size" is defined as contracts and/or subcontracts with a minimum potential value of at least ten million dollars (\$10,000,000).

Factors for consideration include technical quality, schedule, cost control, management and regulatory compliance. For each contract listed, the offeror shall provide the information as required under Section L provision EPAAR 1552.215-75 entitled "Past Performance Information" as part of its proposal for both the offeror and for proposed subcontractors for subcontracts expected to exceed ten million dollars (\$10,000,000). References may be contacted by the Government and used in the evaluation of the Offeror's past performance. References contacted and used to evaluate past performance are not limited to those identified by the offeror.

In order to be evaluated as acceptable, Offerors must demonstrate satisfactory rating or above on its past performance references. In accordance with FAR 15.305 (a) (2) (iv), Offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

Criterion D – Key Personnel

This criterion is established to evaluate the qualifications and availability of the offeror's key personnel to accomplish the work described in the performance work statement (PWS). Offerors should provide documentation demonstrating the qualifications (education, experience, and expertise) and the availability for the proposed (1) Program Manager and (2) Quality Assurance Officer. The information provided to demonstrate a person's qualifications shall clearly establish the individual's educational achievements and specific past experience and expertise in performing contracts similar to those anticipated under the proposed contract. To demonstrate availability, describe how the proposed key personnel will remain available for this requirement while they fulfill their obligations to other contracts or clients. Please refer to the Definition of Labor Classifications Attachment to the RFP. Note that individuals proposed as Key Personnel will be listed as such in the contract section H clause entitled "Key Personnel."

Subcriterion D.1 Program Manager

The information provided should clearly demonstrate the qualifications (education, experience and expertise) and availability (as defined above) of the proposed P-4 Program Manager(s) as set forth in the subcriteria specified in the Technical Evaluation Criteria.

For the proposed Program Manager please identify the following:

- a. Name, Professional Level, and Job Title
- b. Proposed labor category under the contract
- c. Degree (s) held and corresponding field of study (e.g., BS in Chemical Engineering)
- d. Specific project experience that demonstrates technical qualifications to implement the requirements of RFP*.
- e. Demonstrate how the Program Manager will remain available for this requirement while fulfilling his or her obligations to other contracts or clients. Please note: If you provide a percentage of availability, please explain what the percentage is based on.
- f. List contracts of similar size (dollar amount), type (multi-task, CPFF) and technical scope that the proposed Program Manager has successfully managed.

* It is not sufficient to merely state that an individual worked on a project. EXPLAIN WHAT HE/SHE DID.

Subcriterion D.2 Quality Assurance Officer

The information provided should clearly demonstrate the qualifications (education, experience and expertise) and availability of the proposed P-4 Quality Assurance Officer as set forth in the subcriteria in the Technical Evaluation Criteria.

Because of the oversight responsibilities of the QAO, the Key Personnel nominated for QAO shall be an employee of the Prime Contractor, and the Offeror's proposal must demonstrate the position of the QA Officer within the organization of the Prime Contractor and reflect this in the organization chart.

The Offeror's Proposal shall contain the QA Officer resume and present the following items in a simple, systematic table format or listing:

- a. Name, Professional Level, and Job Title
- b. Degree(s) held and corresponding field of study (e.g., BS in Chemical Engineering)
- c. Specific project knowledge and experience, and QA experience that demonstrates qualifications to manage QA/QC for watershed management approaches, water quality assessments, economic and environmental modeling, field monitoring and logistics, field sampling, and laboratory analyses.
- d. Demonstrate how the Quality Assurance Officer will remain available for this requirement while fulfilling his or her obligations to other contracts or clients. Please note: If you provide a percentage of availability, please explain what the percentage is based on.
- e. Description of work managed by the proposed person

- f. Goals met and achievements
- g. Professional Certifications, licenses.

* It is not sufficient to merely state that an individual worked on a project. EXPLAIN WHAT HE/SHE DID.

(2) Cost Proposal Instructions

Offerors shall submit one (1) printed/hard copy of the cost proposal that will serve as the official copy, two (2) CD submissions of the Cost Proposal, and one (1) electronic submission in Excel submitted via the FedConnect® website. The one (1) printed/hard copy and two (2) CD copies of the Technical Proposal shall be delivered by either mail or hand courier (see the respective addresses in the Section L provision “Proposal Instructions”). The MS Excel version submitted via FedConnect shall include formulas used to arrive at the CPFF for the base and any optional periods. The CD-ROMS shall contain electronic copies of the information submitted in the printed/hard copy volume. The CD-ROMs are provided for evaluation convenience only. **The printed/hard copy volume constitutes the official offer and proposal.** In the event of a conflict, the hard copy material takes precedence over the CD-ROM text and the electronic submission on the FedConnect website. These instructions apply to the prime contractor, as well as to subcontractors and consultants. It is the prime contractor’s responsibility to ensure that all instructions are disseminated to subcontractors and consultants.

The Offeror shall provide the requested information in response to the Section L provision, EPAAR 1552.215-73, “General Financial and Organizational Information”, with the cost proposal.

In the cost proposal, the offeror must certify that all proposed personnel (including proposed subcontractor personnel or consultants) meet the qualifications specified in the RFP. In the cost proposal, offerors shall demonstrate that the labor rates for the individuals identified in the technical proposal are included in the labor rate calculations in the cost proposal. Those individuals included in the technical proposal must be included in the cost proposal in a magnitude consistent with the significance of their role in the technical proposal. For example, an individual included in the technical proposal with significant expertise and credentials, who is being included to respond to technical criteria and earn a favorable technical review, should also proportionately be included in the cost proposal at a level of effort reflecting the potential anticipated usage of that individual, so that a crosswalk of expertise and cost is evident. The individual should not, logically, be included in the cost proposal for a very minimal level of effort (i.e., 5 hours) when the proposed individual has been a significant part of the technical expertise evaluation. If individuals in the technical proposal are included in an average labor cost center/pool, offerors shall demonstrate how those individuals are included in the respective cost center/pool for which they are proposed.

Note: For clarification purposes, the Small Business Subcontracting Plan (if applicable) and the Organizational Conflict of Interest Plan shall be included and easily identified within the cost proposal only. There is no page limitation with regards to the cost proposal.

Copies of the Cost Proposals shall be numbered 1 of 2 on the front cover of the CD.

The minimum ordering requirement for each awarded contract will be \$100,000. For price evaluation purposes, offerors shall propose on the labor and other direct costs shown in paragraph (M), below.

(a) All task orders will be awarded either on a Cost-Plus Fixed-Fee (CPFF) basis or Firm-Fixed-Price (FFP) basis. For award of this contract, the proposed prices will be evaluated on a cost-plus-fixed-fee basis.

(b) Offerors shall submit a total of 6 summary pages in their chosen format, each showing the total cost and fee proposed for each block of hours below. The offeror’s summary sheets shall be supplemented as necessary to provide thoroughness and clarity in the data presented.

1. Year 1, LOE
2. Year 2, LOE
3. Year 3, LOE

4. Year 4, LOE
5. Year 5, LOE
6. Aggregate, All Years, All LOE

(c) The cost breakdown supporting the above documents for the prime contractor and all subcontractors shall be prepared in the following format:

LOE

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Total Direct Labor						
Fringe Benefits						
Overhead						
Travel						
ODC						
Consultants						
Subcontract						
X						
Y						
Z						
Total Subcontract						
Subtotal						
G&A						
Total Cost						
Base Fee						
Total Cost Plus Fee						

(d) All pages in the cost proposal should be numbered. An index with appropriate page references should be included. A complete narrative explanation regarding the basis of each cost element should also be included.

(e) The direct labor hours to be used to develop the cost proposal are detailed in the chart below. It is noted that no estimate has been included for company management or other support. If it is your disclosed practice to include company management or other support as a direct cost, then your proposal must include an estimate of the hours and associated costs that you believe will be necessary to support the specified level of effort. A narrative explanation of the basis of this estimate must also be included. If company management or other support is recovered through an indirect cost pool, no direct cost estimate is required. Your proposal must clearly indicate whether your disclosed practice is to recover company management and other support effort as a direct or indirect cost.

(f) The direct labor hours in the chart below are estimated workable hours required by the Government. These hours do not include release time such as holiday, vacation, and sick leave. The portion of release time allocable to the proposed direct labor hours shall be computed and shown separately from the direct labor rate. If these costs are normally included in a fringe benefit or other indirect cost rate, separate identification is not required. However, if release time or other labor-related costs are factored into your direct labor rates, these costs must be separately identified in your proposal. Your proposal should clearly indicate your disclosed practice regarding recovery of release time or paid absence.

(g) For each contract year, the offeror shall propose the amount specified in the chart below for Other Direct Cost (ODC). The specified amount may be allocated between the prime contractor and subcontractors, if applicable. The estimated distribution of the specified ODC appears under the level-of-effort chart. If you anticipate additional ODCs other than those listed in the distribution, your cost proposal must identify such costs as separate line items. Narrative explanations regarding the basis of the additional ODCs must also be included. In addition,

(h) When subcontractor effort is included in the cost proposal, the prime contractor shall submit charts for each contract year and for the aggregate (all years, all hours) which clearly indicate the exact allocation of the specified level of effort among the prime contractor and the proposed subcontractors. Specified labor categories, as well as job titles within the labor categories, should be identified. This chart should be included in both the technical

proposal and the cost proposal. However, only in the cost proposal should the chart also reflect the allocation of the specified ODC.

(i) The offeror shall prepare a proposal utilizing the labor categories, level of effort, and ODC specified in the charts below. The level of effort is estimated to approximate the mix that will be required. The actual mix of hours incurred in performance of any resulting contract may vary greatly due to unknown factors that make the use of a level-of-effort contract necessary. Documents shall be submitted showing this data, one for each column in the chart below.

(j) The offeror shall prepare a proposal with detailed support for proposed indirect rate(s). If the proposed indirect rates have been accepted by a contracting agency in the U.S. Government, include a copy of the recently approved agreement, and the name and address of the reviewing official. In addition, the offeror shall provide historical or budgeted data and indicate if computations are based upon historical or projected data and provide the actual indirect rates for the past five years, including the indirect rates proposed, the actual indirect rates experienced, and, if available, the final negotiated rates. For each rate, provide the total dollar amount for pool expenses and total allocation base costs, including the number of historical costs. If the recent indirect rate agreement does not cover the period of proposed effort, provide the rationale and any estimated rate calculations for the proposed performance period.

NOTE: If the offeror proposes indirect rates for new or substantially reorganized cost centers, or proposes subcontractors' indirect rates that are for new or substantially reorganized cost centers, indirect rate ceilings will be considered at the proposed rates.

(k) The cost must be broken down by discipline only if there are different labor rates for disciplines within a professional level. The disciplines identified under the professional categories are provided to reflect the professional titles commonly associated with the work to be performed under this contract. The offeror submitting the proposal is encouraged to submit a professional staff which demonstrates the appropriate technical expertise and competence involved in these disciplines. The official titles of the proposed staff need not correlate with this list, which is provided merely to demonstrate the levels of expertise being sought. If the cost is not broken down by discipline, the proposal shall include a statement that rates are the same for all disciplines within a professional level. In addition, the following information should be included in the support of labor rates:

- When identifying individuals assigned to the project, specify in which of the categories the individual belongs;
- The direct labor hour mix and personnel proposed as part of the cost proposal shall be the same as that proposed in the technical proposal
- Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. The methodology shall include the effective date of the base rates and the policy and salary reviews (e.g. anniversary date of employees or salary reviews for all employees on a specific date). The offeror shall include the date of the payroll from which hourly rates were obtained
- State whether any additional direct labor (new hires - Program Managers and Project Leader, etc.) will be required during the performance period of this acquisition. If so, state the number and for which categories.

The amounts shown for ODC do not include any indirect cost or fee. If it is your disclosed practice to apply an indirect rate to any of the categories of cost listed below, that indirect cost would be over and above the specified amounts. Your proposal should identify the applicable indirect cost as a separate line item.

The prime contractor and all subcontractors and consultants must include a statement that it is their normal accounting practice to charge the cost items specified below as direct costs. If any of the items are normally indirect costs, the proposal shall indicate the items and the allocated ODC amount shall be reduced accordingly.

If the prime contractor or any subcontractor or consultant has any normal ODC items that are not included in the list shown below, the basis for the ODC shall be explained in the proposal and the appropriate amount shall be added to the specified ODC.

Note: If it is your practice to propose uncompensated overtime, please indicate that information in your cost proposal.

NOTE: Offerors are further reminded that FAR 16.301-3(a)(3) states that a cost-reimbursement contract may be used only when the contractor's accounting system is adequate for determining costs applicable to the contract. If an offeror has not had its system reviewed and determined adequate by a government audit organization, the offeror's cost proposal shall include information that addresses the adequacy of its accounting system as it relates to accounting for costs under cost-type contracts.

If the indirect cost rates included in your proposal and/or your subcontractors' proposals are lower than the current, approved forward-pricing rates or current, approved provisional billing rates, it shall be assumed that these are ceiling rates, and they shall be incorporated into any resultant contract as such if the award is made upon initial proposals. If there is any objection to this, an explanation to the approach taken must be included in the narrative section in your proposal.

If a proposed subcontractor does not have an approved accounting system (one that is considered adequate for use on Government cost-type contracts), the Contracting Officer's consent for a cost type (CPFF, etc.) subcontract will not be granted. Under this situation, a fixed-rate type subcontract would be more appropriate, and, for proposal purposes, the ODCs should remain with the prime contractor. During performance the ODCs must be managed by the prime contractor but may be allocated to the subcontractor on an as-needed basis. Please keep this in mind when negotiating the contract type with your subcontractors.

NOTE: PLEASE REFER TO THE ATTACHMENT ENTITLED "LABOR CLASSIFICATION STANDARDS."

(l) Offerors shall prepare proposals utilizing the labor categories, direct labor hours, and Other Direct Cost specified in the following:

Level of Effort Distribution Table

	Base Year	Year 1	Year 2	Year 3	Year 4	Total
PL-4						
Program Manager	960	960	960	960	960	4800
Quality Assurance Officer	960	960	960	960	960	4800
Contract Administrator	960	960	960	960	960	4800
Program Manager	960	960	960	960	960	4800
Technical Editor	960	960	960	960	960	4800
Paralegal	720	720	720	720	720	3600
Water Resources Engineer	4320	4320	4320	4320	4320	21600
Environmental Engineer	1440	1440	1440	1440	1440	7200
Environmental Scientist	1440	1440	1440	1440	1440	7200
Civil Engineer	1440	1440	1440	1440	1440	7200
Senior Marine Systems Engineer	960	960	960	960	960	4800
Ecologist	1440	1440	1440	1440	1440	7200

Limnologist	1440	1440	1440	1440	1440	7200
Hydrologist	960	960	960	960	960	4800
Geologist	720	720	720	720	720	3600
Senior Chemist	960	960	960	960	960	4800
Chemist (Inorganic, Analytical, and Aquatic)	1440	1440	1440	1440	1440	7200
Senior Marine Biologist	960	960	960	960	960	4800
Biologist	1920	1920	1920	1920	1920	9600
Senior Oceanographer	720	720	720	720	720	3600
Economist	720	720	720	720	720	3600
Statistician	960	960	960	960	960	4800
Systems Analyst / Programmer / Computer Scientist	3840	3840	3840	3840	3840	19200
Internet / DRUPAL Expert	720	720	720	720	720	3600
Public Outreach Specialist	720	720	720	720	720	3600
Technical Editor	960	960	960	960	960	4800
Publication Manager	960	960	960	960	960	4800
Meeting Facilitator	960	960	960	960	960	4800
PL-4 TOTAL	35520	35520	35520	35520	35520	177600
PL-3						
Contract Administrator	1920	1920	1920	1920	1920	9600
Civil Engineer	1920	1920	1920	1920	1920	9600
Water Resources Engineer	1920	1920	1920	1920	1920	9600
Environmental Engineer	1920	1920	1920	1920	1920	9600
Transportation Engineer	1920	1920	1920	1920	1920	9600
Agricultural Engineer	1920	1920	1920	1920	1920	9600
Marine Systems Engineer	1920	1920	1920	1920	1920	9600
Environmental Modeler	1920	1920	1920	1920	1920	9600
Environmental Scientist	1920	1920	1920	1920	1920	9600
Environmental Planner	1440	1440	1440	1440	1440	7200
Land Development Specialist	960	960	960	960	960	4800
Hydrologist	1440	1440	1440	1440	1440	7200
Biologist	1440	1440	1440	1440	1440	7200
Geologist	1440	1440	1440	1440	1440	7200
Oceanographer	960	960	960	960	960	4800
Geographer	1440	1440	1440	1440	1440	7200
Agronomist	1440	1440	1440	1440	1440	7200
Chemist	1440	1440	1440	1440	1440	7200
Ecologist	1920	1920	1920	1920	1920	9600
Plant Scientist	1440	1440	1440	1440	1440	7200
Soils Scientist	1440	1440	1440	1440	1440	7200
Marine Biologist	1200	1200	1200	1200	1200	6000
Aquatic Biologist	1200	1200	1200	1200	1200	6000
Supervisory Field Scientist	1200	1200	1200	1200	1200	6000
Toxicologist	1440	1440	1440	1440	1440	7200
Natural Resources Management Specialist	1200	1200	1200	1200	1200	6000
GIS Analyst / Specialist	1920	1920	1920	1920	1920	9600
Statistician	1440	1440	1440	1440	1440	7200
Report Writer	1440	1440	1440	1440	1440	7200

Economist	1440	1440	1440	1440	1440	7200
Landscape Architect	1440	1440	1440	1440	1440	7200
Systems Analyst / Programmer / Computer Scientist	1440	1440	1440	1440	1440	7200
Internet / DRUPAL Expert	1200	1200	1200	1200	1200	6000
Meeting Facilitator / Dispute Resolution Expert	1200	1200	1200	1200	1200	6000
Technical Editor	1920	1920	1920	1920	1920	9600
Graphics / Editorial / Public Outreach Specialist	1200	1200	1200	1200	1200	6000
Graphic Designer / Illustrator	1200	1200	1200	1200	1200	6000
PL-3 TOTAL	56160	56160	56160	56160	56160	280800
PL-2						
Contract Administrator	1440	1440	1440	1440	1440	7200
Financial Analyst	1344	1344	1344	1344	1344	6720
Water Resources Engineer	1920	1920	1920	1920	1920	9600
Environmental Engineer	1920	1920	1920	1920	1920	9600
Environmental Scientist	1920	1920	1920	1920	1920	9600
Environmental Modeler	1920	1920	1920	1920	1920	9600
Geographer	1200	1200	1200	1200	1200	6000
Chemist	1200	1200	1200	1200	1200	6000
Biologist	1200	1200	1200	1200	1200	6000
Hydrologist	1344	1344	1344	1344	1344	6720
Marine Biologist	960	960	960	960	960	4800
Toxicologist	1440	1440	1440	1440	1440	7200
Statistician	1440	1440	1440	1440	1440	7200
Economist	1200	1200	1200	1200	1200	6000
Environmental Planner	1200	1200	1200	1200	1200	6000
Ecologist	1440	1440	1440	1440	1440	7200
GIS Analyst / Specialist	1440	1440	1440	1440	1440	7200
Computer Programmer	1440	1440	1440	1440	1440	7200
Technical Editor / Information Specialist	1200	1200	1200	1200	1200	6000
Report Writer	1920	1920	1920	1920	1920	9600
Meeting Planner / Coordinator / Facilitator	1440	1440	1440	1440	1440	7200
Public Outreach Specialist	1200	1200	1200	1200	1200	6000
Internet / DRUPAL Expert	1200	1200	1200	1200	1200	6000
User Experience Specialist	1152	1152	1152	1152	1152	5760
Natural Resources Management Specialist	1200	1200	1200	1200	1200	6000
PL-2 TOTAL	35280	35280	35280	35280	35280	176400

PL-1						
Contract Administrator	720	720	720	720	720	3600
Financial Analyst	960	960	960	960	960	4800
Environmental Engineer	1440	1440	1440	1440	1440	7200
Environmental Scientist	1200	1200	1200	1200	1200	6000
Environmental Specialist	1200	1200	1200	1200	1200	6000
Marine Biologist	1200	1200	1200	1200	1200	6000
Chemist	1200	1200	1200	1200	1200	6000
Toxicologist	1200	1200	1200	1200	1200	6000
Planner	1200	1200	1200	1200	1200	6000
Statistician	1200	1200	1200	1200	1200	6000
Computer Systems / Graphics Specialist	1200	1200	1200	1200	1200	6000
Technical Editor / Report Writer	1200	1200	1200	1200	1200	6000
Desktop Publisher	1200	1200	1200	1200	1200	6000
Environmental Planner	1200	1200	1200	1200	1200	6000
Lab Technician (Chemistry / Biology)	1200	1200	1200	1200	1200	6000
Publication Manager	1200	1200	1200	1200	1200	6000
Public Education Specialist / Information Specialist	1200	1200	1200	1200	1200	6000
Public Outreach Specialist	1200	1200	1200	1200	1200	6000
Computer Programmer	1200	1200	1200	1200	1200	6000
Data Entry Specialist	1200	1200	1200	1200	1200	6000
Internet / DRUPAL Expert	1200	1200	1200	1200	1200	6000
Meeting Planner / Coordinator / Facilitator	1152	1152	1152	1152	1152	5760
PL-1 TOTAL	25872	25872	25872	25872	25872	129360

Other Direct Costs

Other Direct Costs	Base Year	Year 1	Year 2	Year 3	Year 4	Total
Travel, Lodging, Per Diem	\$192,000	\$192,000	\$192,000	\$192,000	\$192,000	\$960,000
Technical Support for Meetings	\$360,000	\$360,000	\$360,000	\$360,000	\$360,000	\$1,800,000
Field Logistics to Collect Water Samples	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$600,000
Laboratory Analysis for Water Samples	\$360,000	\$360,000	\$360,000	\$360,000	\$360,000	\$1,800,000
Reproduction	\$480,000	\$480,000	\$480,000	\$480,000	\$480,000	\$2,400,000
Postage & Courier Service	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$240,000
Webinar & Webcasts	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$240,000
Ship Rental	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
Total	\$2,608,000	\$2,608,000	\$2,608,000	\$2,608,000	\$2,608,000	\$13,040,000

(c) Proposals which include subcontracting shall also include the results of the prime contractor's evaluation of subcontract cost as required by FAR 15.404-3(b) (2).

L-25 LOCAL CLAUSES EPA-L-46-101 INSTRUCTIONS FOR THE PREPARATION OF A QUALITY MANAGEMENT PLAN

(a) Each offeror, as a separate and identifiable part of its technical proposal, shall submit a Quality Management Plan (QMP) setting forth the offeror's capability for quality assurance. The plan shall address the following:

(1) A statement of policy concerning the organization's commitment to implement a Quality Control/Quality Assurance program to assure generation of measurement data of adequate quality to meet the requirements of the Statement of Work.

(2) An organizational chart showing the position of a Quality Assurance function or person within the organization. It is highly desirable that the Quality Assurance function or person be independent of the functional groups which generate measurement data.

(3) A delineation of the authority and responsibilities of the Quality Assurance function or person and the related data quality responsibilities of other functional groups of the organization.

(4) The type and degree of experience in developing and applying Quality Control/Quality Assurance procedures to the proposed sampling and measurement methods needed for performance of the Statement of Work.

(5) The background and experience of the proposed personnel relevant to accomplish the Quality Assurance specifications in the Statement of Work.

(6) The offeror's general approach for accomplishing the Quality Assurance specifications in the Statement of Work.

(b) Additional information on EPA requirements for the Quality Management Plan can be accessed at the following: <http://www.epa.gov/quality/qs-docs/r2-final.pdf>

SECTION M - Evaluation Factors for Award

M-1 Clauses

M-1 LOCAL CLAUSES EVALUATION OF OPTION TO EXTEND SERVICES

For purposes of evaluating the price of the Government's Option to Extend Services (FAR 52.217-8), the Government will add half of the offeror's proposed total cost-plus-fixed-fee for the final year of the contract to the overall contract price. Offerors shall not submit a separate price for the potential six-month Option to Extend Services. Evaluation of the Government's Option to Extend Services will not obligate the Government to exercise the option. If the Government does exercise the Option to Extend Services, the rates and fees that apply to the extension(s) shall be those in effect when the Government provides notice of its intent to exercise its Option to Extend Services.

M-2 LOCAL CLAUSES EPA-M-09-101 EVALUATION OF CONFLICT OF INTEREST PLAN

The plan described in the Section L provision entitled "Submission of Organizational Conflict of Interest Plan" will be evaluated as acceptable or not acceptable. Notwithstanding the evaluation of an offer with respect to the technical evaluation criteria or the evaluation of an offeror's cost, an offeror who submits a plan that ultimately is unacceptable at time of award will not be eligible for a contract award.

M-3 LOCAL CLAUSES EPA-M-09-102 EVALUATION OF ORGANIZATIONAL CONFLICT OF INTEREST DISCLOSURE STATEMENT

The disclosure statement described in the Section L provision entitled "Disclosure Requirements for Organizational Conflict of Interest" will be evaluated as acceptable or not acceptable. Notwithstanding the evaluation of an offer with respect to the technical evaluation criteria or the evaluation of an offeror's cost, an offeror who submits a disclosure statement that ultimately is unacceptable at time of award will not be eligible for a contract award.

M-4 LOCAL CLAUSES EPA-M-15-101 EVALUATION FACTORS FOR CONTRACT AWARD

a) The Government will make award on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors. In the event that there are two or more technically acceptable, equal price offers, the Government will consider socioeconomic, environmental, and other similar factors, as listed below in descending order of importance:

Criterion A – Technical

Subcriterion A.1 TMDLs Program Support

ELEMENT	ACCEPTABILITY
1 Demonstrated experience with the development of diverse TMDLs that address impairments for a range of pollutants. The completed TMDLs shall contain the required elements for EPA approval as indicated in the EPA guidance: https://www.epa.gov/sites/production/files/2015-10/documents/2002_06_04_tmdl_guidance_final52002.pdf	To be acceptable, an offeror shall demonstrate that it has completed a minimum of 15 EPA-approved TMDLs for at least three (3) of the following pollutant groups: 1. Sediments, 2. Nutrients, 3. Metals, 4. Organic compounds, 5. Pathogens.
2 Demonstrated experience with the development of diverse TMDLs that address impairments for a range of water body types.	To be acceptable, and offeror shall demonstrate that it has completed a minimum of 15 EPA-approved TMDLs for at least two (2) of the following water body types: 1. Rivers and streams. 2. Lakes and reservoirs. 3. Estuaries. 4. Coastal waters.

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| <p>3 Demonstrated experience providing technical assistance to States and/or EPA in the development of Integrated Reports (IRs) or other comprehensive, large-scale water body assessments (e.g., statewide or some other large geographic area) that identified impaired waters requiring the development or establishment of TMDLs.</p> | <p>To be acceptable, an offeror shall demonstrate that it has provided technical assistance in the development of at least one biennial Integrated Report (IR) or other comprehensive, large-scale water body assessment (e.g. statewide or other large geographic area.). The development of the document cited in support of this subcriterion shall have involved the following tasks: soliciting and compiling data and information on water body conditions, maintaining the data in a database, synthesizing the information, and organizing the information into a report.</p> |
| <p>4 Demonstrated experience with the development, modification, and use of a wide array of water quality models, i.e., compiling, calibrating and verifying, and running models for the development of NPDES permits, watershed plans, TMDLs, and/or TMDL alternatives.</p> | <p>To be acceptable, an offeror shall demonstrate that it has successfully used at least one water quality model for each of the following three scenarios: 1) steady state, 2) quasi-steady state and 3) time variable, and which also represent a range of experience with one, two and three-dimensional modes. The models and their domain must be available to the public. Experience may include examples of use of models to translate TMDL allocations into permit limits and/or identification of controls for nonpoint sources (e.g. BMPs).</p> |
| <p>5 Demonstrated experience supporting the development of written guidance documents or technical manuals for TMDLs, watershed assessments, watershed plans, or other water quality issues, including, but not limited to, modeling or developing a TMDL for a particular pollutant, or water quality monitoring or assessments for any variety of organizations.</p> | <p>To be acceptable, an offeror shall demonstrate experience supporting the development of at least one written technical guidance manual or guidance document regarding the development of TMDLs and/or watershed plans (or similar topics) or other water quality issues. The experience may have been for a variety of organizations, either governmental or non-governmental.</p> |

Subcriterion A.2 Nonpoint Source (NPS) Technical Support

ELEMENT

- 1 Demonstrated experience in providing technical, logistical, or administrative support for any variety of stakeholder groups in the assessment and implementation of watershed-based strategies (e.g., use of incentive systems such as ag certainty agreements, NPS monitoring, and water quality modeling to assess the effectiveness of NPS controls) for controlling NPS in urban runoff /storm water, agricultural runoff, and one other NPS category. See <http://water.epa.gov/polwaste/nps/categories.cfm> for additional information concerning NPS categories).
- 2 Demonstrated experience providing technical support for developing watershed plans that integrate governmental programs or policies with monitoring, assessment, and NPS programs.

ACCEPTABILITY

To be acceptable, an offeror shall demonstrate experience on a minimum of three projects providing technical, logistical, or administrative support in the assessment and implementation of watershed-based strategies for controlling NPS with at least one project in each of the following categories: urban runoff/stormwater, agricultural runoff, and one other NPS category. Experience shall demonstrate technical, logistical, or administrative support in the development of technical guidance, workshops, or training, and can be demonstrated for any of a variety of stakeholder groups, including both government and non-governmental organizations.

To be acceptable, an offeror shall demonstrate that it has experience with a minimum of three projects providing technical support for developing watershed plans that integrate governmental programs or policies with monitoring, assessment, or NPS programs. For example, the offeror could demonstrate experience in developing watershed plans that exhibit knowledge of the nine elements of watershed plans from the Section 319 Clean Water Act (CWA) guidelines (see <http://www.epa.gov/fedrgstr/EPA-WATER/2003/October/Day-23/w26755.htm>).

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| 3 | <p>Demonstrated experience providing technical support in the evaluation of NPS best management practices (BMPs) with an emphasis on cost-benefit evaluations, ancillary benefits of different BMP alternatives, and load reduction effectiveness for a variety of stakeholder groups. The demonstrated experience shall address both BMP planning or management approaches at both the site and watershed scale and integration of Green Infrastructure in watershed planning or urban development.</p> | <p>To be acceptable, an offeror shall demonstrate experience with at least two projects. At least one project shall demonstrate experience with BMP planning or management approaches and at least one project shall demonstrate experience with the integration of Green infrastructure in watershed planning or urban development. At least one of the projects shall demonstrate experience at the local scale and at least one shall demonstrate experience at the watershed scale. The experience can be demonstrated for any of a variety of stakeholder groups, including both government and non-governmental organizations.</p> |
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Subcriterion A.3 Monitoring Program & Data Management Technical Support

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|---|--|---|
| 1 | <p>Demonstrated experience in providing primary technical and administrative support in Access and Oracle-based database development and management.</p> | <p>To be acceptable, an offeror shall demonstrate experience with one or more projects in which the offeror successfully assembled data from multiple sources into Access and Oracle databases. The project(s) shall also demonstrate production of a minimum of two complex water quality assessment data reports based on the data compiled into the database(s). In addition, the project(s) shall demonstrate experience with Access and Oracle-based system operation, maintenance, and enhancement.</p> |
| 2 | <p>Demonstrated experience in applying spatial data and analysis using ArcGIS.</p> | <p>To be acceptable, an offeror shall demonstrate experience with one project or report that applies spatial data and analysis using GIS.</p> |

Subcriterion A.4 Healthy Watersheds Program Support

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| 1 | <p>Demonstrated experience in providing guidance and technical support for the protection of healthy watersheds.</p> | <p>To be acceptable, an offeror shall demonstrate experience with a minimum of two projects. At least one project shall demonstrate experience in multidisciplinary aquatic ecosystem sciences. For example, the project could include a combination of general ecology and ecosystem science, landscape ecology, biology (including habitat), chemistry (in the context of systems ecology), hydrology (both groundwater and surface water), fluvial geomorphology, and geology (including soils science). The offeror shall demonstrate a second project that demonstrates experience with monetized and non-monetized ecological benefits and services serving as an impetus for adopting measures to prevent the impairment of healthy watersheds. The experience can be demonstrated for any of a variety of stakeholder groups, including both government and non-governmental organizations.</p> |

Subcriterion A.5 General Program Support

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| 1 | <p>Demonstrated experience in economic modeling support, such as analyses related to the development of NPDES permits, watershed plans, TMDLs, and TMDL alternatives.</p> | <p>To be acceptable, an offeror shall demonstrate it has experience with compiling, calibrating and verifying at least 2 economic models for the purpose of demonstrating the</p> |

costs and benefits of various watershed management strategies and programs.

Subcriterion A.6 Technical Support related to Ocean and Coastal Pollution Control and Impact Mitigation, Assessment of material proposed for Ocean Disposal, Assessment of proposed and active Ocean Disposal Material Sites, Aquatic Trash, Vessel and Port Pollution

ELEMENT	ACCEPTABILITY
1 Demonstrated experience in providing technical support for monitoring and management of ocean dump sites including providing a vessel for sampling and analysis; Use of related ocean sampling equipment including calibration, testing, repairing, modifying and operation of equipment; Survey planning including designing and implementing field sampling programs for survey cruises, survey plans, personnel and logistics planning, providing equipment and supplies; Providing physical, chemical, and biological laboratory analysis, data interpretation, and remote sensing techniques with appropriate ground truthing.	To be acceptable, an offeror shall demonstrate collective experience with a minimum of two projects.
2 Demonstrated experience in providing technical support in the management of dredged material and the subsequent disposal of this material.	To be acceptable, an offeror shall demonstrate collective experience with a minimum of two projects.
3 Demonstrated experience in providing technical support for the analysis of aquatic trash, including source assessment, fate and transport via runoff, storm drains, and other means to the various water bodies, such as lakes, rivers, oceans, and estuaries.	To be acceptable, an offeror shall demonstrate collective experience with a minimum of two projects.
4 Demonstrated experience in providing technical support in evaluating the possible ways to reduce water pollution at its source and developing incentives to encourage the minimization of pollution. In addition, demonstrated experience should show development of economic analysis and environmental impacts.	To be acceptable, an offeror shall demonstrate collective experience with a minimum of two projects.
5 Demonstrated experience in providing technical support related to vessel discharges and port pollution support.	To be acceptable, an offeror shall demonstrate collective experience with a minimum of two projects.

Subcriterion A.7 Technical, Programmatic, Planning, Development and Implementation Support for Environmental, Ecological, Climate Change, Health Assessment, Public and Communication Outreach, Ocean Acidification, and Coral Reef Activities

ELEMENT	ACCEPTABILITY
1 Demonstrated experience in providing technical support in the analysis of water pollution factors and other environmental factors including climate change that contributes to water pollution, and assessing and predicting the effects of these factors on the environment including plant, animal and human health.	To be acceptable, an offeror shall demonstrate collective experience with a minimum of two projects.

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| <p>2 Demonstrated experience in providing technical support for public outreach including organizing, managing, presenting and translating technical data and conclusions into clear, concise documentation and presentation aids that can be used to communicate information to the general public, as well as to Federal and state government agencies, the regulated community, stakeholder groups, non-profit organizations, and associated technical and management communities. Examples of information transfer to the public include public forums and hearings, video development, public service announcements, hardcopy handouts, such as flyers, pamphlets, posters, booklets, and electronic documents and media such as web communications, and social media.</p> | <p>To be acceptable, an offeror shall demonstrate collective experience with a minimum of two projects.</p> |
| <p>3 Demonstrated experience in providing technical support in ocean and coastal acidification activities and programs.</p> | <p>To be acceptable, an offeror shall demonstrate collective experience with a minimum of two projects.</p> |
| <p>4 Demonstrated experience in providing technical support in coral reef protection activities and programs.</p> | <p>To be acceptable, an offeror shall demonstrate collective experience with a minimum of two projects.</p> |

Criterion B - Quality Assurance / Quality Control

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| <p>1 Provide a sample QAPP for New and Existing data.</p> | <p>To be acceptable, the offeror shall demonstrate that the Sample QAPP for New and Existing data meets the requirements in:</p> <p>EPA Requirements for Quality Assurance Project Plans (QAPP) (EPA QA/R-5) http://www.epa.gov/quality/qs-docs/r5-final.pdf , March 2001 (Reissued May 2006), EPA/240/B- 01/003. Reissue Notice, http://www.epa.gov/quality/qs-docs/reissue.pdf</p> <p><i>Guidance for Quality Assurance Project Plans (G-5)</i> (PDF 111pp, 401K) - December 2002, EPA/240/R-02/009 (EPA QA-G/5), http://www.epa.gov/quality/qs-docs/g5-final.pdf</p> |
| <p>2 Provide a QMP that meets the requirements in the Section L provision entitled “Instructions for the Preparation of a Quality Management Plan (QMP) (LC-46-22)”, the Section E clause entitled “Higher-Level Contract Quality Requirement Government Specification (FAR 52.246-11)”, and demonstrates a quality-control system capable of meeting all of the requirements in the PWS, including Quality Assurance/Quality Control requirements associated with environmental data operations, data collection, and data management.</p> | <p>To be acceptable, an offeror shall demonstrate that the QMP meets the requirements of the Section L provision entitled “Instructions for the Preparation of a Quality Management Plan (QMP) (LC-46-22)”, the Section E clause entitled “Higher-Level Contract Quality Requirement Government Specification (FAR 52.246-11)”, and demonstrates a quality-control system capable of meeting all of the requirements in the PWS, including Quality Assurance/Quality Control requirements associated with environmental data operations, data collection, data analysis, data use, and data management, contained in the following:</p> <p>EPA OW Quality Management Plan (QMP) (EPA 821-R-09-001) published in February, 2009, http://www.epa.gov/oamcinc1/1100002/attach9.pdf;</p> <p>EPA Requirements for Quality Management Plans, EPA QA/R-2, EPA/240/B-01/002, March 2001, http://www.epa.gov/quality/qs-docs/r2-final.pdf, (reissued</p> |

May 2006), <http://www.epa.gov/quality/qs-docs/reissue.pdf>; and

<http://www.epa.gov/quality/qs-docs/g1-final.pdf>
Guidance for Developing Quality Systems for Environmental Programs (G-1), November 2002, EPA/240/R-02/008, (EPA QA/G-1),
<http://www.epa.gov/quality/qs-docs/g1-final.pdf>

And in conformance with ANSI/ASQC E4—
Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs (ANSI/ASQ E4-1994) (ANSI/ASQ, 1995).

Criterion C - Past Performance *

	ELEMENT	ACCEPTABILITY
1	Demonstrated satisfactory performance completed during the past three years on contracts and/or subcontracts similar in technical scope, size and complexity to this requirement.	To be acceptable, an offeror shall demonstrate satisfactory or higher performance ratings on at least three (3) contracts and/or subcontracts in excess of \$10,000,000 completed during the past three (3) years and all contracts and subcontracts currently in process, which are similar in technical scope, size, and complexity to this requirement. Factors for consideration include technical (quality of product), schedule, business relations, and management of key personnel and areas of demonstrated performance include: quality of product or service, schedule, cost control, management, and compliance with regulations

* In accordance with FAR 15.305 (a)(2)(iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance, but will receive a rating of neutral.

Criterion D- Key Personnel

	ELEMENT	ACCEPTABILITY
1	The proposed Program Manager shall have acceptable qualifications.	To be acceptable the Offeror shall provide documentation demonstrating the qualifications (education, experience, and expertise) and the availability of the proposed Program Manager to manage the following major areas of the PWS: <ul style="list-style-type: none"> • watershed management approaches, • hydraulics and hydrology, • water quality assessments, • chemical and biological pollutant sources and treatment/mitigation technologies for stormwater, • ocean and coastal protection • economic and environmental modeling, • field monitoring and logistics, • field sampling, • laboratory analyses; and, • outreach / communications.

In addition, the Program Manager shall demonstrate experience with the management of contracts of a similar technical scope, size and complexity to that specified in this solicitation.

If the Offeror proposes more than one Program Manager to fulfill the Program Manager responsibilities, then each person's qualifications and role in managing the project shall be clearly conveyed in the responses to the technical evaluation criteria. No more than two individuals may be proposed. Each proposed individual must meet the qualifications identified in the Definition of Labor Classification Attachment under the PL-4 category.

To demonstrate availability, Offerors should describe how the proposed Program Manager(s) will meet the requirement for the number of hours set forth in the Cost Proposal Instructions, and will remain available for this requirement while they fulfill their obligations to other contracts or clients.

- 2 The proposed Quality Assurance Officer shall have acceptable qualifications.

To be acceptable the Offeror shall provide documentation demonstrating the qualifications (education, experience, and expertise) and the availability of the proposed QA Officer to manage the QA/QC requirements under this contract in the following technical areas of the PWS:

- watershed management approaches,
- water quality assessments,
- economic and environmental modeling,
- field monitoring and logistics,
- field sampling, and
- laboratory analyses

The proposed QA Officer shall be identified as the main point of contact for items related to QA/QC functions in the contract; shall be identified as holding the primary responsibility for the satisfactory performance of QA-related work under this contract, and shall be designated a key person(s) in accordance with the "Key Personnel" clause (EPAAR 1552.237-72). If the Offeror proposes more than one individual to meet the QAO responsibilities, then each person's qualifications and role in performing these duties must be clearly conveyed in the response to the technical evaluation criteria. No more than two individuals may be proposed. Each proposed person must meet the qualifications identified in Attachment 4: "Definition of Labor Classifications under the PL-4 category."

To demonstrate availability, Offerors should demonstrate how the proposed QAO(s) will meet the requirement for the number of hours set forth in the Cost Proposal Instructions, and will remain available for this requirement while they fulfill their obligations to other contracts or clients.

PERFORMANCE WORK STATEMENT TECHNICAL SUPPORT FOR ASSESSMENT AND WATERSHED PROTECTION

1.0 PURPOSE

Since passage of the Clean Water Act of 1972 (CWA), considerable progress has been made in reducing water pollution from both point and nonpoint source (NPS) dischargers. Although progress has been made in reducing pollution from point and nonpoint sources in the nation's streams, lakes, estuaries, wetlands, and coastal waters, state water quality assessments continue to show significant impairments of designated uses in these waters. At the same time, states have identified healthy biota and habitats and intact watershed functions in watersheds. To fully meet the requirements of the CWA and other legislation enacted since 1972, continued work must be performed to improve point and nonpoint source controls and to promote and foster improvements in nonpoint source management. In addition, to fully meet the maintenance objective of the CWA, healthy watersheds must be identified and protected if restoration is to be successful. Water quality monitoring programs at the federal, tribal, state, local, and private levels are necessary to document the extent and nature of pollution problems nationwide, determine the effects of pollution control programs, and measure progress toward water quality objectives and goals. The purpose of this Performance Work Statement (PWS) is to support the activities and mission of the EPA to: 1) monitor water quality, and manage and display water quality information; 2) assess water quality conditions and report on those conditions to the public and Congress; and 3) advance the protection and restoration of the nation's watersheds and water bodies. Protection and restoration of watersheds and water bodies can be accomplished through: 1) the development and implementation of Total Maximum Daily Loads (TMDLs); 2) ensuring the use of point and nonpoint source pollution controls; 3) the development of tools for ecosystem restoration; 4) the identification and protection of healthy watersheds; and, ultimately, 5) the improvement of water quality.

The following major activities are involved in this effort:

1.1 Support watershed protection and restoration. The contractor will provide techniques and strategies in the protection (i.e., biota and habitat and functional processes) and restoration of ecosystems (e.g., habitat, riparian, wetland, and stream corridor restoration) in conjunction with the programs of states, tribes, and other federal agencies.

1.2 Promote watershed protection. The contractor will provide technical, logistical, and administrative support to spread the message that traditional EPA, state, and tribal programs are most logically coordinated and implemented on a watershed basis, including the advocacy of the watershed scale approach to the development and implementation of TMDLs and other water programs. This will involve public outreach and technology transfer to interested parties, and the forging of partnerships with those interested parties to achieve watershed protection goals using incentives, outreach, education/training, and creative, often non-regulatory, methods of improvement.

In addition, the contractor shall support the EPA in providing guidance and technical services for watershed planning activities. Those watershed planning activities will coordinate water quality protection and restoration programs, provide measurable goals for managing water bodies, and address the chemical, physical, and biological integrity of water bodies impacted by land-use related activities, storm water and runoff, habitat loss, invasive species, climate change, and pollution.

1.3 Promote and support the identification and protection of healthy watersheds. The contractor will provide technical and administrative support in identifying healthy watersheds at the state and local levels, and in implementing programs with the EPA Regions, states, tribes, other federal agencies, local governments, and other organizations to protect those watersheds. This will include supporting the EPA in the development of guidance and technical tools, healthy watershed assessments and measures, management strategies, protection program performance measures, and social and economic benefits analyses.

1.4 Promote and support the evaluation of climate impacts on the nation's surface water ecosystems. The contractor will provide technical and administrative support in identifying, analyzing, and evaluating surface water ecosystems for the impacts of climate change. It will also support the EPA in determining how those impacts can be assessed while implementing programs with the EPA Regions, states, tribes, other federal agencies, local governments, and other organizations working to preserve, protect, and restore water quality and habitat in surface water ecosystems. This will include supporting the EPA in the development of guidance, technical tools, management strategies, and program performance measures for protection and mitigation, analyses of social and economic benefits, and the assessments and measures of varying scenarios for climate change, sea level rise, temperature, precipitation, drought, stream flow, salinity, and other parameters of habitat and water quality.

1.5 Promote and support water quality monitoring across EPA programs, including, but not limited to, integrating NPS monitoring, baseline monitoring, effectiveness monitoring for TMDLs and alternatives, waterbody use and user surveys, and site-specific water quality standard (WQS) attainment monitoring and statistically-valid surveys of surface water bodies at multiple scales. The contractor shall provide technical, logistical, and administrative support to the EPA in: 1) designing monitoring plans incorporating new tools and technologies into state, regional, and other monitoring networks, 2) the field collection of water quality samples for water quality studies, statistically-based surveys, and other purposes, 3) laboratory analysis and Quality Assurance (QA) of water quality samples, and 4) the assessment and reporting of results for water quality studies, statistically-based surveys, and other purposes. The contractor will provide technical and administrative support to demonstrate that monitoring for all programs needs to be integrated and coordinated.

1.6 Provide program tools. The contractor shall provide tools for more effective and efficient watershed management, including technical workshops which provide training for the Watershed Scale Approach to TMDL development, assessment, and implementation, and other watershed-related training. These tools will include guidance and procedures for: 1) water quality monitoring and data management; 2) development and application of screening tools, such as landscape models and vulnerability assessments, indicators, decision support and prioritization tools; and 3) the use of the TMDL development and implementation, including innovative, surrogate TMDL approaches, implementation-ready TMDLs, nutrient criteria development and implementation, preparation of guidance on ecosystem and watershed management, preparation of additions to the Watershed Academy and other training venues for broad-based training, education, and water quality technical support. Upon authorization of the CO and the Office of Water's Information Management Official (IMO), the contract may also include the development of information technology products, such as on-line tools or mobile applications. All technology products must be conducted in adherence to Agency policy and procedures. All development, if approved by the CO and IMO, must be deployed to EPA on systems that have an approved Authority to Operate (ATO), in accordance with the Federal Information Security Management Act. (FISMA).

1.7 Promote water quality trading and other ecosystem service markets. The contractor shall provide technical, logistical, and administrative support in the Agency's efforts to promote the application of market-based approaches to environmental management, specifically water quality trading. Activities within this category may include support in: the development of technical guidance, organizing and conducting workshops and training, developing tools, creating outreach and education, as well as other communications materials, and the development of a water quality trading recognition and awards program.

1.8 Strengthen state and tribal NPS management. The contractor shall provide technical, logistical, and administrative support to the EPA for work associated with the EPA regions, states, tribes, and watershed stakeholder organizations to develop a framework for strengthening nonpoint source management. In particular, the contractor will provide support in incorporating more robust Reasonable Assurance documentation into TMDLs impaired by both point and nonpoint source pollutants.

1.9 Provide support to the Hypoxia Task Force. The contractor shall provide technical, logistical, and administrative support to the EPA for work associated with the interagency Hypoxia Task Force (HTF). Assistance includes: support for updating the HTF website content; logistical support for periodic meetings of the HTF, including a public component to the meeting; conduct of webinars associated with HTF meetings; and preparation of various outreach materials, including reports/assessments, and the biennial Reports to Congress required by the Harmful Algal Bloom and Hypoxia Research and Control Amendments (HABHRA) of 2014.

1.10 Focus programs on threatened and impaired waters. The contractor shall provide technical, logistical, and administrative support to the EPA as it promotes the implementation of more effective water quality control programs (including, but not limited to, nonpoint source (NPS) programs) that will improve the quality of threatened or impaired waters and work to avoid new impairments or threats to water quality.

1.11 Foster a commitment to solve water quality problems through private actions. The contractor shall provide technical, logistical, and administrative support to the EPA as it uses varied approaches to public outreach as a means of educating the public and local decision-makers on the value of clean water, so that there is a broader commitment to solve pollution problems through individual actions and appropriate public policies.

1.12 Work with the EPA to collect and share water quality information. The contractor shall provide technical, logistical, and administrative support to the EPA for work associated with its collection and sharing of water (including wetlands) quality information to support the goals of the CWA and the EPA's mission.

1.13 Provide for the field collection of wetlands and water quality samples. The contractor shall provide technical, logistical, and administrative support to the EPA in the field collection of water quality and wetland indicator samples for water quality studies, statistically-based surveys, and other purposes.

1.14 Laboratory analysis of water quality samples and assessment of results. The contractor shall provide technical, logistical, and administrative support to the EPA in laboratory analysis of wetland and water quality samples, and assessment of results for water quality studies, statistically-based surveys, and other purposes.

1.15 Foster a commitment to use Green Infrastructure for Stormwater Management. The contractor shall provide technical, logistical, and administrative support on the use of Green Infrastructure for Stormwater Management. This includes, but is not limited to: cost estimation, design guidance, training module development, webcasts, cross-media assessments (air, energy, urban forestry, etc.), outreach, and policy support.

The contractor will provide technical support to the EPA under this acquisition to develop program tools for accomplishing the above goals. In the context of this acquisition, the term “EPA” means the United States Environmental Protection Agency and its related organizations, including the EPA Regional Offices and laboratories.

1.16 Provide Support to OWOW’s Ocean and Coastal Protection Programs. The contractor shall provide technical, logistical, programmatic, and administrative support to the Agency’s efforts to protect human health and the marine environment from ocean and coastal pollution. This will include support for non-regulatory and regulatory programs under the CWA, Marine Protection, Research and Sanctuaries Act (MPRSA), and other statutes. Activities within this category may include, but are not limited to the National Estuary Program, coastal watersheds and their management and stakeholders activities, ocean dumping (including significant support for planning/implementing/reporting for ocean dumpsite field monitoring), marine/coastal pollution control, vessel pollution, technology transfer, smart growth, marine trash, coral reef protection, ocean and coastal acidification, nutrient impact, invasive species, land-based sources of trash and impact assessments, monitoring of ocean disposal sites and other marine discharges/coastal waters, and the impacts of climate change on coastal resources.

2.0 TASKS:

2.1 TMDLs PROGRAM SUPPORT

In December of 2013, the EPA announced a new collaborative framework for implementing the CWA Section 303(d) program – *A Long-Term Vision for Assessment, Restoration, and Protection under the Clean Water Act Section 303(d) Program*. This framework provides expectations for both the states and the EPA to advance the program. The program “Vision” has six overarching goals – Prioritization, Assessment, Alternatives, Protection, Engagement, and Integration. The contractor will provide technical, logistical, and administrative support of the EPA’s efforts to advance these goals, corresponding milestones, and the overall underlying objectives of the program vision.

2.1.1 Development of TMDLs. The EPA Regions will identify specific TMDLs or portions of specific TMDLs for development or review. The contractor will provide technical support for TMDL development and implementation. That support could include activities such as: 1) gathering and evaluating existing data from public and private sources, and making recommendations on the collection of new data to fill data gaps; 2) establishing numeric TMDL targets or surrogate targets; 3) assessing existing conditions; 4) conducting source analysis and analytical linkages between elements; 5) estimating loading capacity and TMDLs, and allocating loads; 6) determining actions needed to address key sources; 7) completing assessment, analysis, and modeling efforts to establish draft TMDLs; 8) translating load allocations into daily loads using load duration curves and other methods; 9) preparing responses to public comments on technical portions of the TMDLs; 10) making recommendations for implementing TMDLs and the monitoring of impaired waters to meet water quality standards and TMDL and waste load allocations; 11) providing assistance to states, territories, and tribes in incorporating various approaches for including Reasonable Assurance

documentation into TMDLs, including approaches needed to incorporate nonpoint sources more effectively into ongoing TMDL development and implementation; 12) developing TMDL implementation plans; and 13) preparing illustrative national case studies. Support for reasonable assurance could include: 1) providing technical assistance to estimate the current NPS load by sector, and a method for estimating expected NPS reductions by sector (e.g., type of Best Management Practices (BMP), how many will be applied, their pollutant reduction efficiencies, etc.); 2) development of an adaptive management procedure for reviewing key milestone progress and revising BMP to meet the TMDL target loads; 3) establishing a procedure for site-specific evaluation of water bodies with significant NPS pollution loads; 4) tracking the progress of NPS control implementation; and 5) developing a monitoring and reduction tracking system. For treatment of data, see: “Deliverables” Section 4.0; for quality assurance, see: “Quality Assurance/Quality Control (QA/QC) Requirements”, Section 2.77.

2.1.1.1 The temporal expression of TMDL loads in all the deliverables, in addition to the averaging period used by the modeling, shall also include a daily loads expression, unless otherwise indicated by the Task Order Contracting Officer’s Representative (TOCOR).

2.1.1.2 Preparation of a “TMDL support document” which explains how the TMDL meets all regulatory requirements for a TMDL unless otherwise specified by the EPA. The table of contents and content of the draft TMDL support document must also follow the table of contents and format specified by the TOCOR, if it is not otherwise specified in the PWS.

2.1.1.3 The contractor shall also prepare an electronic library of the administrative records containing documents that support the establishment of and calculations/allocations for each of the TMDL support document deliverables. Components of the record should include all materials relied upon to develop and support the calculations/allocations in the TMDL, including: 1) any data, analyses, or scientific/technical references that were used; 2) records of correspondence with stakeholders and the EPA; 3) responses to public comments; and 4) other supporting materials. This record is needed to facilitate public and/or EPA review of the TMDL. The contractor can exclude copyrighted material from the electronic library, but must include the reference in the Index of the Administrative Record required of each of the TMDL support documents. All material in the Index of the Administrative Record should be properly cited in the TMDL support document deliverables. Any references made in the TMDL support documents should be properly documented in the Index of the Administrative Record.

2.1.1.4 Comments received regarding the draft deliverables shall be indexed into a separate document and included with the contractor’s responses when addressing the comments.

2.1.2 Water Quality Assessments (for development of TMDLs) and TMDL Alternatives.

2.1.2.1 The contractor shall provide technical, logistical, and administrative support to prepare manuals and technical documents for: monitoring and assessing water quality health, progress towards meeting water quality standards, and TMDL effectiveness. The contractor shall support the EPA in: 1) identifying and collecting currently available assessment methods; 2) summarizing the contents, applicability, and usefulness of currently available assessment methods; and 3) preparing recommendations of variations and combinations of methods which are appropriate to meet individual situations and site-specific needs.

2.1.2.2 The contractor shall provide technical, logistical, and administrative support to identify and collect currently available methodologies, procedures, and approaches used by states, tribes, and territories to assess waters and calculate TMDLs of pollutant or pollution for individual water bodies not meeting designated uses. The contractor shall support the Agency's efforts to: 1) review these methodologies, procedures, and approaches; 2) disseminate information on their technical adequacy and sufficiency to states, territories, and tribes; and 3) design and implement demonstration projects utilizing technical methods, procedures, and approaches which are technically sufficient and adequate to assess waters and calculate TMDLs of pollutant or pollution for individual water bodies not meeting designated uses. This support includes calculations, methodologies, or approaches for innovative TMDL processes that may use surrogate parameters to bring water bodies into attainment.

2.1.2.3 The contractor shall provide technical, logistical, and administrative support to identify and collect currently available methodologies, procedures, and approaches used by states, tribes, and territories to assess waters and develop TMDL alternatives (e.g. Category 4b or 5) for individual water bodies not meeting water quality standards (designated uses, water quality criteria and antidegradation requirements) or protection plans (e.g., Category 1 or 2). The contractor shall support the Agency's efforts to: 1) review these methodologies, procedures, and approaches; 2) disseminate information on their technical adequacy and sufficiency to states, territories, and tribes; and 3) design and implement demonstration projects utilizing technical methods, procedures, and approaches which are technically sufficient and adequate to assess waters and develop TMDL alternatives or protection plans.

2.1.2.4 The contractor shall provide technical, logistical, and administrative support to identify, collect, and review the procedures utilized by states, tribes, and territories to screen water quality assessment data and prepare priority lists of waters not meeting designated uses for which the calculation of a TMDL is scheduled.

2.1.2.5 The contractor shall provide technical, logistical, and administrative support to identify and collect the baseline data and individual assessment methodologies necessary to develop and establish TMDLs of pollutants for individual water bodies, where the EPA has been assigned a mandatory duty by the Federal Courts to assist states, tribes, and territories in meeting CWA requirements for TMDLs.

2.1.2.6 The contractor shall provide technical, logistical, and administrative support to the EPA for the development and application of existing methodologies, protocols, and, if necessary, written guidance documents, for conducting water quality assessments and for developing technically sound TMDLs, TMDL alternatives, or protection plans. These methodologies, protocols, and/or guidance would focus on situations where the existing tools are determined to be inadequate to address new or emerging assessment or TMDL development issues, or the existing tools have been ruled insufficient by the Federal Courts.

2.1.2.7 The contractor shall provide technical, logistical, and administrative support in the Agency's efforts to identify and quantify the effects of stressors to present and future water quality, including, but not limited to, climate change, ocean acidification, invasive species, population growth, and shifts in land use. The contractor shall assist the EPA in evaluating and developing methodologies to adequately reflect such stressors for 303(d) listing and TMDL development and implementation.

2.1.2.8 The contractor shall provide technical, logistical, and administrative support to the EPA for the development and application of economic analyses, protocols, and, if necessary, written guidance

documents, to support the EPA’s rationales and other program efforts to conducting water quality assessments, and for developing technically sound TMDLs. These methodologies, protocols, and/or written guidance documents would focus on situations where the existing tools are determined not to be economically achievable to address new or emerging assessment or TMDL development issues, or the existing tools have been ruled insufficient by the Federal Courts.

2.1.2.9 The contractor shall provide technical, logistical, and administrative support to the EPA for the implementation of state-approved or EPA-approved TMDLs. This will include preparing: analyses, protocols, and written guidance documents; schematic plans, drawings, specifications, and other architectural/engineering (A/E) services (up to and including preparation of bid documents for design and construction) for best management practices (BMPs) proscribed by state- or EPA-approved TMDLs containing load allocations. This will also include analyses, protocols, written guidance documents, schematic plans, drawings, specifications, and other A/E services (up to and including bid documents) for BMPs proscribed by state- or EPA-approved TMDLs containing wasteload allocations.

2.1.3 Water Quality Technical Modeling Support.

2.1.3.1 Provide technical support for use of information, procedures, and predictive tools that will facilitate incorporation of multi-source considerations into screening and planning/decision-type analyses.

2.1.3.2 Provide technical support for application and/or refinement of modeling for assessing the impact of point and nonpoint sources on receiving waters and linkages to ground water. For treatment of data, see: “Deliverables”, Section 4.0; for quality assurance, see: “Quality Assurance/Quality Control (QA/QC) Requirements”, Section 2.77.

2.1.3.3 Provide technical support for the development and application of modeling for determining the point and NPS controls necessary in meeting water quality objectives. This support could include quantifying the loads anticipated to be reduced by specific point or NPS control approaches, BMPs, or strategies. For treatment of data, see: “Deliverables”, Section 4.0; for quality assurance, see: “Quality Assurance/Quality Control (QA/QC) Requirements”, Section 2.77.

2.1.3.4 Provide technical support for the development of cost-effective monitoring strategies for gathering field data when such activity is required.

2.1.3.5 Support training and the application of water quality management models with state and local government watershed organizations. Many of these tools address both point and NPS planning and management, primarily at the watershed level. Examples of such models include, but are not limited to, the Generalized Watershed Loading Function (GWLf) model, Spreadsheet Tool for Estimating Pollutant Load (STEPL), Soil and Water Assessment Tool (SWAT), Hydrologic and Water Quality System (HAWQS), Agricultural Non-Point Source model (AgNPS), Storm Water Management Model (SWMM), Hydrologic Simulation Program FORTRAN (HSPF), and Phosphorus Load (P-load). Training may also include working with the Pollution Reduction Impact Comparison Tool (PRedICT) and the Site Evaluation Tool (SET), which are tools for predicting load reductions for water quality management measures. For treatment of data, see: “Deliverables”, Section 4.0; for quality assurance, see: “Quality Assurance/Quality Control (QA/QC) Requirements”, Section 2.77.

2.1.4 Economic Modeling and Analysis of Costs and Benefits.

2.1.4.1 The contractor shall provide technical, logistical, and administrative support to identify, collect, and evaluate economic analyses and models which have been prepared to determine the costs (and benefits) of watershed management and existing regulatory requirements for surface water quality assessments and management approaches, such as calculating TMDLs of pollutants in individual water bodies. In particular, the contractor shall support state, tribe, territory, and local efforts to more accurately estimate the cost of water quality monitoring and assessments, reporting requirements, data management, and developing fully-approvable TMDLs. The contractor shall support the Agency's efforts to review for technical sufficiency these existing analyses and models. For treatment of data, see: "Deliverables", Section 4.0; for quality assurance, see: "Quality Assurance/Quality Control (QA/QC) Requirements", Section 2.7.

2.1.4.2 The contractor shall provide technical, logistical, and administrative support to apply these analyses and models to determine the costs and economic benefits of alternative regulatory approaches, which the Agency might be required to consider as a result of public comment or judicial review of the current Code of Federal Regulations (CFR) supporting individual requirements contained in the CWA. For treatment of data, see: "Deliverables", Section 4.0; for quality assurance, see: "Quality Assurance/Quality Control (QA/QC) Requirements", Section 2.77.

2.1.4.3 The contractor shall provide technical, logistical, and administrative support to consider the costs and economic benefits of developing, managing, and implementing alternative approaches to implement specific statutory requirements in the CWA, as a result of public comment, judicial review, or congressional CWA reauthorization.

2.1.4.4 The contractor shall provide technical, logistical, and administrative support to identify, collect, and evaluate technical data, and economic analyses and models, to prepare a Regulatory Impact Analysis or Economic Analysis for alternative agency actions. Such a Regulatory Impact Analysis or Economic Analysis might be considered as a result of public comment, judicial review, or congressional reauthorization of CWA requirements for surface waters, water quality assessment, and management actions, such as the identification and scheduling of individual water bodies needing a calculation of TMDLs of pollutants. For treatment of data, see: "Deliverables", Section 4.0; for quality assurance, see: "Quality Assurance/Quality Control (QA/QC) Requirements", Section 2.77.

2.2 Point Source (PS) & NPS Technical Support.

2.2.1 NPS monitoring, land treatment tracking, and NPS data analysis methods. Provide technical, logistical, and administrative support in the development of technical guidance, workshops, and training on water quality, ecological, and NPS monitoring, including chemical, physical, biological, and habitat monitoring in freshwater (both surface and ground waters) and saltwater environments. The contractor shall also support development of techniques for tracking land use changes and the implementation of NPS control practices for purposes of documenting the status of implementation and linking land-based data with water quality data to determine the effects of land management on water quality at the watershed-level, and site-specific evaluations through statistical means. This work may include assessment, development, calibration, verification, and application of water quality models for surface and groundwater management. For treatment of data, see "Deliverables", Section 4.0; for quality assurance, see "Quality Assurance (QA) Requirements", Section 2.6.

2.2.2 Best Management Practice (BMP) design, site planning, and development of technical information, such as BMP effectiveness, BMP options, and Green Infrastructure for Stormwater Management. Provide technical support that will enable the EPA's state, territory, and tribal partners, and related organizations to incorporate BMP and management measures for point and NPS control. Areas to be addressed include BMP design, BMP system design, site planning, cost estimation, policy, case studies, cross-media integrated water resources management, integration of Green Infrastructure in watershed planning and urban development, and information on BMP effectiveness and limitations. Specifically, the contractor will assist the EPA and, through the EPA, the various states in defining the range of technically-feasible BMPs that span current NPS load estimates to the technologically-achievable limits. Such technical support may include life-cycle analyses, and analyses of operation and maintenance practices, performance, and costs. These analyses may also include the use of integrated water resource management policies, approaches, methods, and support to provide tools and analysis regarding the energy implications of using integrated water resource management approaches, including green infrastructure and low impact development practices. The range of point and nonpoint sources will include agriculture, forestry, hydro modification, on-site disposal systems, marinas, storm water, Confined Animal Feeding Operations/Animal Feeding Operations (CAFOs/AFOs), and mining.

2.2.3 Pollution control needs and priorities for various sectors (e.g., dairies, soybeans, private foresters, etc.), and support in developing strategies to address identified priorities. Provide technical, logistical, and administrative support in the EPA's development of profiles of NPS sectors (e.g., dairy, agriculture) to assist in developing strategies for addressing problems caused by the sectors. Sector profiles will be developed that document the: 1) economic and social significance of the sector (e.g., share of world market, exports, production, jobs, products), 2) ways in which the business of the sector is conducted across the nation (e.g., details regarding planting, harvesting, and processing of soybeans), 3) water quality problems caused by the sector (e.g., sediment and nutrient loads from conventional-till corn), 4) BMP for preventing water quality problems (e.g., no-till corn and nutrient management), and 5) opportunities for working with the sector to help solve its water quality problems, both in surface waters and in ground water.

2.2.4 Implementation issues related to point and NPS strategies.

2.2.4.1 Assess implementation issues related to point and nonpoint source strategies and provide recommendations to the EPA. Provide technical, logistical, and administrative support in the assessment and implementation of watershed-based strategies for controlling urban stormwater, CAFOs, municipal and industrial discharges, and recommend options to facilitate implementation of responsibilities under the National Pollution Discharge Elimination System (NPDES) at the state, local, and regional levels. This task will include support to effectively assess and track progress in the implementation of NPS controls, proposed as part of the TMDLs' Reasonable Assurance documentation. This task will also include support for the EPA's management and administration of water quality planning programs under CWA sections 604(b), 303(e), 205(j), and 208, to further the assessment, protection, and restoration of watersheds. In addition, this will include technical assistance to the EPA concerning state grants procedures and program scope, analysis of environmental benefits, and other outcomes of water quality planning activities, and support for implementation and/or revision of water quality management policies. All decisions and policy direction shall be the sole responsibility of the EPA.

2.2.4.2 Provide technical, logistical, and administrative support on the development of watershed plans to address waters that are threatened or impaired by nonpoint sources, and which may include point sources. The contractor may be asked to develop watershed-based plans or modify existing watershed-based

plans that both meet the TMDL requirements and the requirements for NPS watershed-based plans listed in the Nonpoint Source Program and Grants Guidelines for States and Territories (April 2013) at <https://www.epa.gov/polluted-runoff-nonpoint-source-pollution/319-grant-current-guidance>. These watershed management or implementation plans may be associated with implementation of TMDLs or might address other threats to the physical, chemical, and biological integrity of the nation's waters. This would include support for the development and use of NPS models, other technical tools, and other implementation planning processes to assist in the implementation of NPS TMDLs.

2.2.4.3 Provide technical, logistical, and administrative support in the analysis and evaluation of the range of voluntary and regulatory approaches to pollution control, including the use of incentive systems to strengthen such efforts. Technical assistance regarding the use of incentive systems may include topics such as voluntary and regulatory incentives, and other mechanisms, like offsite mitigation schemes, to reduce the impacts of various land uses or development practices on receiving waters.

2.2.4.4 Provide technical, logistical, and administrative support to integrate the policies of other agencies and their programs (e.g., Farm Bill, Transportation Programs, and Grazing Reform) with the monitoring, assessment, and NPS programs. The types of support the contractor may provide include data analysis (e.g., economic and water quality analyses), graphics presentations (e.g., Geographical Information Systems (GIS) applications), legislative analyses, and meeting support.

2.2.4.5 Provide technical support in implementing TMDLs for point sources through NPDES permitting, including translating waste load allocations into permit limits or other allowable methods. The contractor may also be requested to support the EPA in the following activities: preparing analyses, protocols, and written guidance documents; as well as, schematic plans, drawings, specifications, and other A/E services (up to and including bid documents), for BMPs proscribed by state- or EPA-approved TMDLs containing wasteload allocations.

2.2.4.6 Provide technical, logistical, and administrative support to the EPA for effective and responsible water use, treatment, disposal, and management, and in encouraging the protection and restoration of watersheds under the NPDES program. Contractor support shall consist primarily of collecting, compiling, and/or analyzing data and information from files, records, and databases of the EPA, states, tribes, local authorities, and treatment facilities (including decentralized wastewater and stormwater facilities). The contractor shall provide recommendations, options, analyses, studies, peer review, database support, and outreach material or training with regard to standards and requirements for compliance. All decisions and policy direction shall be the sole responsibility of the EPA.

2.2.4.7 Provide technical, logistical, and administrative support for the EPA to address onsite stormwater and wastewater management systems (e.g., onsite wastewater treatment systems, low impact development stormwater systems, graywater systems, rainwater harvesting systems, water reuse systems) to reduce the impacts on receiving waters and restore impaired water bodies. Support will include analyses of water-related codes and ordinances, "green building" approaches and water resources, landscape design (including sustainable landscaping/turf management) and architecture, groundwater recharge, hydrology and water balance (at both the site and watershed scale), green transportation systems (including roads, highways, bridges, parking lots, and alleys), and "water sensitive design" approaches. Such technical support may include quantification of benefits and costs, performance and effectiveness analyses, decision making tools, database assistance, economic analysis, case studies, and

modeling to determine relative costs and benefits, as well as technical support regarding the treatment and differential use of water based on end use, treatment costs, and public health risk.

2.2.4.8 Provide technical support to the EPA for producing nonpoint source success stories that describe the partial/full restoration of waterbodies under the EPA's strategic plan measure, such as WQ-10 or SP-12. Provide technical support to the EPA to produce nonpoint source success stories that show progress toward meeting water quality goals or document ecological restoration that resulted in one or more uses being restored. Provide technical support to the EPA for producing a highlights report for the national nonpoint source program.

2.2.5 Coastal NPS Programs under Coastal Zone Act Reauthorization Amendments (CZARA) of 1990 Section 6217.

2.2.5.1 Evaluate state coastal nonpoint pollution control programs submitted to the EPA and the National Oceanic and Atmospheric Administration (NOAA) under the Coastal Zone Act Reauthorization Amendments (CZARA) of 1990 to determine their conformity with the technical § 6217(g) guidance.

2.2.5.2 Develop periodic "Coastal Coordinators Workshops" [names of workshops will vary from year to year], which will provide an opportunity for technology and information exchanges among states beginning to implement their own coastal NPS programs.

2.2.6 Best Management Practices summaries and evaluations under CZARA. Support EPA investigations of the effectiveness of BMP for agriculture, forestry, hydromodification, on-site disposal systems, marinas, CAFOs/AFOs, and mining. The EPA currently has extensive documentation of BMP effectiveness through the coastal nonpoint pollution control program, or section 6217(g) guidance on management measures, but this information will require updates and expansion. The contractor shall perform literature retrievals, consolidate information, and provide summaries of the effectiveness and costs of BMPs.

2.2.7 Evaluate State and Tribal CWA Section 319 assessment reports and management programs. Evaluate existing and draft State and Tribal CWA Section 319 assessment reports and management programs to identify and clarify the need for technical and programmatic materials, tools, and guidance to strengthen Section 319 assessments and management programs. Evaluate monitoring programs to develop guidance and training materials for use with states and tribes on developing and implementing more effective NPS monitoring/assessment programs. Assess conformity of state/regional/tribal nonpoint source management programs (draft or operational) against the EPA's published guidance.

2.2.8. Provide technical, logistical, and administrative support to two EPA programs, 1) Wetlands and 2) Aquatic Resources, to assist state, tribal, and local partners in the development and application of tools and protocols for effective and responsible management by encouraging the protection and restoration of the aquatic ecosystem. The types of support the contractor may provide include data collection and analysis (e.g., programmatic, economic, field based analyses), graphics presentations (e.g., Geographical Information Systems (GIS) applications), developing protocols and written guidance documents, and meeting support. The contractor shall provide recommendations, options, analyses, studies, peer review, database support, outreach material or training with regard to program implementation and requirements for compliance. All decisions and policy direction shall be the sole responsibility of the EPA.

2.2.9 Database and spreadsheet development, data analysis, and data presentation capabilities--ability to access and use Federal data. Provide support in: database and spreadsheet development, data analysis, and presentation of data from various federal agencies, such as the U.S. Departments of Agriculture, Interior, and Commerce. Data sources could include: the National Resources Inventory, U.S. Bureau of the Census, and National Water Quality Assessment. Analyses could include identifying areas of concern with regard to water quality problems, potential and existing NPS problems, and linkage of the two. National, water basin, state, and local-level analyses are all anticipated, as is presentation within a GIS environment.

2.2.10 Manage the Section 319 Grants Reporting and Tracking System (GRTS): The contractor will provide overall support to the GRTS in order to ensure proper operation and maintenance. (See also Section 2.5.5: “Support the Section 319 GRTS”.)

2.2.11 NPS Management Measures for Design, Operation, and Maintenance. Provide technical support in the design, operation, and maintenance of measures in the following areas. *Note that the technical support work relative to the structures referenced below involves analysis and evaluation activities, and it does not include physical construction work, or actual performance of maintenance or operation of the structures.*

1. Dams and impoundment structures, and how they can affect surface water quality and habitat;
2. Channelization and channel modifications, and how they can affect surface water quality and habitat;
3. Constructed wetlands and vegetated filter strips--and how they can affect surface water quality and habitat;
4. Wetlands/riparian protection (particularly those restored for functional, as well as mitigation, purposes);
5. Structures and other measures related to the treatment of nonpoint sources from agriculture, silviculture, urban development, mining, onsite wastewater treatment marinas and boating, and other sources of NPS pollution.

2.3 MONITORING PROGRAM & DATA MANAGEMENT TECHNICAL SUPPORT

2.3.1 Monitoring Guidance and Technical Support.

2.3.1.1 Provide monitoring support (i.e., ambient, point, and NPS) at relevant scales (i.e., assessment unit, watershed, state, regional, national) to the EPA and, via the EPA, to its partners (states, tribes, local governments, territories, and other entities) in the characterization of water resource condition(s), evaluation(s), or stressors; developing and refining water quality standards; development, revision, and tracking of TMDLs progress towards meeting water quality standards; and evaluate TMDL assumptions and effectiveness and/or other watershed-based controls. Perform actual water monitoring work on coastal, estuarine, and inland waters such as streams, rivers, lakes, ponds, reservoirs, and wetlands. For treatment of data, see “Deliverables”, Section 4.0; for Quality Assurance, see “Quality Assurance (QA) Requirements”, Section 2.6.

2.3.1.2 Provide technical and logistical support to the EPA for the development and implementation of monitoring guidance to support multiple program and environmental management objectives.

Guidance should address requirements and needs outlined in the *Elements of a State Monitoring and Assessment Program*, such as appropriate network designs, indicators and methods, quality assurance, and data management.

Guidance should reflect program integration and coordination perspectives consistent with monitoring needs across programs and decision objectives. The above guidance is dated March 2003 (EPA 841-B-03-003) and can be found at:
http://www.cramwetlands.org/sites/default/files/Wetland_Elements_Final.pdf

Provide technical support for the development of cost-effective monitoring strategies for the EPA, States, Tribes, and local governments. This may include strategic incorporation of new tools and techniques.

2.3.1.3 Provide technical, logistical, and administrative support of EPA efforts with monitoring partners outside the Office of Water and/or the Agency. Requests for contractor support could include: collaborative monitoring, such as surveys of the nation's waters, data sharing, improving method comparability, documenting method performance, developing tools for evaluating protection and restoration priorities, measuring progress toward program goals, and interpretation and reporting of information for use by the public and decision makers.

2.3.1.4 Develop information, procedures, and tools that facilitate the incorporation of multi-source considerations into water quality screening and planning/decision analyses.

2.3.1.5 Provide support in the assessment and development of local/public participation programs for water quality assessment.

2.3.1.6 Provide technical support for the development of cost effective monitoring strategies for gathering field data.

2.3.1.7 Provide technical support in the assessment, development, and implementation of water and watershed indicators and scorecards to measure progress toward water quality goals. The contractor will evaluate the roles and responsibilities of Federal, State/Tribal, and local governments in meeting objectives for point and NPS control, and develop reports and technology transfer tools to inform the public about progress toward water quality goals.

2.3.1.8 Provide technical support, including user support, training, and maintenance, for current and future monitoring and assessment data systems and their geospatial layers (e.g., STORET, ATTAINS, NHD).

2.3.1.9 Support EPA workshops and training on data systems and GIS applications, GIS data development, and technical guidance on GIS applications. The contractor shall develop training materials, conduct training sessions, and develop data layers associated with watershed-level and national-level analyses of water quality problems, including those related to nonpoint sources. The range of nonpoint sources will include agriculture, forestry, hydromodification, on-site disposal systems, marinas, and mining. The EPA makes numerous geospatial data sets available via the Geoplatform, the Geodata Gateway, and the Environmental Data Gateway. These sources should provide the primary source for geospatial data, and they shall be used prior to developing any new data layers.

2.3.1.10 Provide technical support on assessment and reporting of water-quality data and information.

2.3.2 EPA Volunteer Monitoring Program. Provide technical support to the EPA volunteer monitoring program, including supporting the EPA in its promotion of volunteer monitoring as a component of state, tribal, local, or regional watershed protection projects and community-based environmental programs; researching, evaluating, adapting, updating, or developing volunteer monitoring methods; supporting volunteer program use of the EPA's STORET data management system or follow-on data systems through the development of user guides or other educational tools; and writing and editing text for volunteer manuals, planning guides, fact sheets, and outreach materials.

2.3.3 Biological Assessment Program

2.3.3.1 Provide technical support for the production and development of national biological assessment protocols for a variety of water body types, including streams, rivers, lakes, ponds, reservoirs, wetlands, estuaries, coastal waters, and coral reefs.

2.3.3.2 Provide user technical support for all biological assessment protocols. This technical support includes building training modules and conducting workshops to disseminate information to state and local governments on the national biological assessment guidance documents; managing and analyzing state and local government biological data sets on an as-needed basis; modifying national guidance to fit local environmental considerations; and performing biological surveys for the EPA to assist State and local governments and to test proposed national protocols.

2.3.3.3 Provide technical support for outreach activities for the EPA's biological program, including development of program highlights of case studies of bioassessment programs; development of program updates that track information on the use of biological data in state and local government water quality management programs; and development of additional outreach tools, such as display boards and brochures, that provide an overview of the EPA's biological assessment program. This will also include providing support to the EPA for state, regional, and national workshops.

2.3.3.4 Provide technical support for development of Tiered Aquatic Life Use guidance and implementation of case studies for all water body types, including workshops, meetings, and training.

2.3.3.5 Provide technical support for Bioassessment comparability guidance, studies, and implementation, including workshops, meetings, and training.

2.3.3.6 Provide technical support for development and implementation of the Reference Condition Guidance document. Support includes case studies, workshops, meetings, and training.

2.3.3.7 Provide support to the EPA for state, tribe, and local government monitoring of best reference sites, particularly those that may be threatened by future development.

2.3.3.8 Provide technical support to investigate and assess new innovations in bioassessments, including DNA bar-coding of biota and new ways of analyzing data (i.e., statistical, graphics, and modeling approaches).

2.3.4 Geographic Information Systems (GIS).

Provide technical support in the application of spatial data and spatial analysis technologies, including GIS, to the Office of Water's (OW) integrated watershed protection initiatives. This support requires a multidisciplinary approach, including traditional computer skills combined with earth, physical, and environmental sciences, cartography, remote sensing, etc. It entails the full complement of project-related roles from project manager to spatial analyst. It requires the knowledge of spatial data (hydrology, land use, soils, wetlands, demography, habitat, etc.) and traditional spatial analysis techniques, including network analysis, buffering, polygon overlay, use of spatial web services, and proximity analysis. It includes the integration of environmental modeling techniques, such as fate-and-transport and dilution models. Products include interactive maps published via the Geoplatform, electronic map packages, paper maps, and the spatial data upon which they rely. These spatial analysis maps are intended to support OW programs at the EPA headquarters, the EPA regions, and with OW's external partners, including state and local governments. For treatment of data, see "Deliverables", Section 4.0; for quality assurance, see "Quality Assurance (QA) Requirements", Section 2.6.

2.3.4.1 Manage spatial data for use in spatial analyses. Provide effective spatial data management, including addressing the identification of data needs, inventorying available data, acquisition or development of priority data, preparation of data into a ready-to-use format, storage and delivery for use in desktop and Internet-based applications, and maintenance and archiving. The EPA's Geoplatform, the Geodata Gateway, and the Environmental Data Gateway shall be used for publishing spatial data, and for publishing results and interactive maps.

2.3.4.2 Provide quality assurance checks on an as-needed basis as new data sets are evaluated and implemented. Data quality descriptors shall be recorded consistent with Federal and EPA standards, e.g., Federal meta-data standard, EPA Locational Data Standard.

2.3.4.3 Incorporate outputs from EPA spatial analyses into demonstrations, briefing materials, including maps, data characteristic, and findings.

2.3.5 Water Quality Framework

2.3.5.1 Provide operations and maintenance support for the components of the Water Quality Framework (including STORET, ATTAINS, NHDPlus, and GRTS)

2.3.5.2 Provide support in defining water bodies (i.e., georeferencing) and digitizing them to provide map layers depicting the water bodies. These overlays shall be compatible with Esri software, the Agency's GIS standard. For treatment of data, see "Deliverables", Section 4.0; for quality assurance, see "Quality Assurance (QA) Requirements", Section 2.6.

2.3.5.3 Provide technical assistance to states, tribes, and Regions in transitioning to the Water Quality Framework. Assistance would be for the following areas:

- Implementing tools at the state level (e.g., the Recovery Potential Screening tool) to identify priorities in support of the 303(d) program vision and the Framework;
- Developing GIS data for assessed and impaired waters;
- Developing assessment methods and tracking abilities for healthy/unimpaired waters;
- Assisting states in enhancing data management capabilities to track and report water quality assessments;

- Assisting states in enhancing methods to automate the screening of monitoring data against water quality criteria;
- Identifying approaches to integrate State-scale statistical surveys with local-scale assessments; and
- Integrating water quality data across the various water quality programs.

2.3.5.4 Provide support in operating catchment based indexing tools (georeferencing the state and tribal data to the NHDPlus catchments using an automated process) for state and tribal data. For treatment of data, see “Deliverables”, Section 4.0; for quality assurance, see “Quality Assurance (QA) Requirements”, Section 2.6.

2.3.5.5 Provide support in calculating performance measures as part of the 303(d) Program Vision and other measures that are related to the Water Quality Framework.

2.3.5.6 Provide assistance in creating outreach and communication materials related to the Water Quality Framework, as well as supporting the EPA’s evaluation of other integration opportunities.

2.3.5.7 Provide technical support for Water Quality Framework components user guides, workshops, and meetings, and provide training and seminars.

2.3.5.8 Translate state and tribal data into ATAINS. Ensure that common formats enable national aggregation of information.

2.3.6 Integrated Water Quality Assessment (305(b) and 303(d) of the CWA).

2.3.6.1 Integrated Water Quality Assessments (CWA Sections 305(b) and 303(d)). Provide technical support to the EPA in preparing the text, layout, and graphics for the National Water Quality Inventory Report and related summary documents and presentations, including Internet-accessible materials.

This technical support will include:

1. Extracting water quality assessment data from state/tribal/territorial water quality assessments;
2. Compiling additional data from other sources including, but not limited to, NOAA and USGS;
3. Maintaining and updating data in an electronic data base;
4. Performing quality control checks on data;
5. Analyzing and summarizing data;
6. Reviewing and summarizing state reports and other supplemental materials as necessary;
7. Providing technical assistance to the EPA to facilitate submissions by states, territories, and tribes of clear, properly formatted, and accurate 305(b) reports to the Agency (including support to facilitate submission of electronic information to the EPA);
8. Drafting text and creating graphics, including maps, to present the information requested in the Integrated Water Quality Monitoring and Assessment guidance;
9. Preparing materials for publication via hard copy and electronic media.

2.3.6.2 Provide technical, analytical, editorial, and document preparation support to the EPA in the development and revision of guidance and related supplements for states, territories, and tribes on the preparation of water quality assessments and integrated 305(b) and 303(d) reports. Provide technical,

analytical, and logistical support to any future Integrated Report Workgroups. Support may include, but is not limited to:

1. Logistical support to the workgroup, including scheduling and selecting the location of meetings, note taking and preparation of meeting summaries;
2. Technical and analytical support, including literature searches and related research, data collection and evaluation, and preparation of issue papers;
3. Editorial support in drafting and preparing guidance document text, layout, graphics, and camera-ready copy; preparing camera ready copy of reports to Congress and other related summary documents.

2.3.6.3 Provide technical and analytical support to the EPA and its partners to support 303(d) list and Integrated Report development for specific states, territories, and authorized tribes. Potential activities could include: 1) providing analysis of data as a basis for placing waters on the §303(d) lists; 2) making recommendations on listing methodologies for or evaluation of listing approaches used by states, tribes, and territories; 3) reviewing the 303(d) lists submitted by states, tribes, and territories for technical sufficiency; and 4) performing general technical analysis to provide information that is necessary to defend or settle lawsuits.

2.3.7 Reports to Congress. Provide technical support to the EPA in its preparation of reports to Congress under The Water Quality Act (WQA) of 1987; the Coastal Zone Act Reauthorization Amendments of 1990; the Harmful Algal Bloom and Hypoxia Research and Control Amendments Act (HABHRCA) of 2014; and other laws related to the Nonpoint Source Program.

2.3.8. Provide support in developing models and tools for the Monitoring program, including the Water Quality Framework, by developing or revising Framework components (STORET/WQX, ATTAINS, NHDPlus, or GRTS).

2.4 HEALTHY WATERSHEDS PROGRAM SUPPORT

2.4.1 Provide technical and administrative support for the development of Healthy Watersheds Program Guidance. This includes assisting the EPA in the development of EPA Regional, state, and tribal Healthy Watersheds Strategies, integrating healthy watersheds protection into EPA programs and guidance, and the development of Healthy Watersheds Program measures.

2.4.2 Provide technical support to the EPA and, via the EPA, to states and tribes for the development of Healthy Watersheds assessments. This support requires a multidisciplinary approach with expertise in general ecology and ecosystem science, landscape ecology, aquatic biology and habitat, chemistry (in the context of systems ecology), hydrology (both groundwater and surface water), fluvial geomorphology, geology (including soils science), and atmospheric science. These assessments, at various spatio-temporal scales, include landscape ecology (e.g., green infrastructure), instream flow, groundwater quality and transport, lake-level variation, fluvial geomorphology and processes (including sediment transport), habitat and biology, water chemistry and physical characteristics, and integrated healthy watersheds assessments of all of the above. (http://water.epa.gov/polwaste/nps/watershed/hw_techdocument.cfm).

2.4.3. Provide technical support for the development of information, tools, and methods for both integrated healthy watersheds assessments and programs that protect healthy watersheds for implementation by states, tribes, local governments, and other organizations. This information, tools,

and methods should capture both the integration of biota, habitat, watershed functions and processes occurring over different spatio-temporal scales that recognizes the dynamics of aquatic ecosystems and their interconnectivity in the landscape, and the protection and management of healthy watersheds at various spatio-temporal scales. It should evaluate the roles and responsibilities of Federal, State, Tribal, and local governments, and other organizations in protecting healthy watersheds. It will support the EPA in assisting states and tribes in their development of healthy watersheds programs that coordinate and leverage programs and resources across the agencies/organizational elements and with other stakeholders to protect healthy watersheds using a systems approach (http://water.epa.gov/polwaste/nps/watershed/hw_techdocument.cfm).

2.4.4. Provide technical support for the development of Healthy Watershed indicators to measure progress towards protecting healthy watersheds and support listing and spatial displays of healthy watersheds. This includes providing technical support to the EPA and, on EPA's behalf, to the states and tribes in developing a national framework that provides consistency in its approach (e.g., definition of a healthy watershed and healthy watershed assessment components (http://water.epa.gov/polwaste/nps/watershed/hw_techdocument.cfm)), but flexibility in methods, indicators, and spatial and textual communication displays. Contractors cannot provide services to the states and tribes except on the Agency's behalf.

2.4.5. Provide technical support for the development of information on economic and social benefits and cost savings of protecting healthy watersheds by preservation, sustainable management, or conservation, and implementing other programs. This support requires expertise in social sciences and economics related to ecological benefits and services and the ability to develop this information in multiple forms (e.g., sound bites, management briefings, etc), for various audiences such as citizens, local governments, businesses, states, tribes, territories, federal agencies, professional organizations, and other organizations.

2.5 SUPPORT FOR ASSESSING IMPACTS OF PREDICTED CLIMATE CHANGE SCENARIOS ON SURFACE WATER ECOSYSTEMS

2.5.1 Provide technical and administrative support for the development of Climate Change Guidance. This includes assisting the EPA in the development of EPA Regional, state, and tribal Climate Change Strategies, integrating climate change scenarios into EPA programs and guidance, and the development of climate change measures for surface water systems.

2.5.2 Provide technical support to the EPA and, via the EPA, to states and tribes for the development of climate change assessments. This support requires a multidisciplinary approach with expertise in general ecology and ecosystem science, landscape ecology, aquatic biology and habitat, chemistry (in the context systems ecology), hydrology (both groundwater and surface water), fluvial geomorphology, geology (including soils science), and atmospheric science. These assessments, at various spatio-temporal scales, include landscape ecology (e.g., green infrastructure), instream flow, groundwater quality and transport, lake-level variation, fluvial geomorphology and processes (including sediment transport), habitat and biology, water chemistry and physical characteristics, and integrated healthy watersheds assessments of all of the above (<http://water.epa.gov/scitech/climatechange/index.cfm>).

2.5.3. Provide technical support for the development of methods for both integrated climate change assessments and programs that protect surface waters against climate change impacts for implementation by states, tribes, local governments, and other organizations. Methods should capture both the integration of biota, habitat, watershed functions and processes occurring over different spatio-

temporal scales that recognizes the dynamics of aquatic ecosystems and their interconnectivity in the landscape, and the protection and management of climate change impacts at various spatio-temporal scales. Evaluate the roles and responsibilities of Federal, State, Tribal, local governments and other organizations in managing climate change impacts on surface water ecosystems. Support the EPA in assisting states and tribes in their development of climate change programs that coordinate and leverage programs and resources across the agencies/organizational elements and with other stakeholders to protect surface waters from the effects of climate change using a systems approach (<http://water.epa.gov/scitech/climatechange/index.cfm>).

2.5.4. Provide technical support for the development of climate change indicators to measure progress towards protecting surface water ecosystems and support spatial displays of climate change effects on surface water ecosystems. This includes providing technical support to the EPA and, on EPA's behalf, to the states and tribes in developing a national framework that provides consistency in its approach [e.g., definition of components for assessing climate change on surface water ecosystems (<http://water.epa.gov/scitech/climatechange/index.cfm>)], but flexibility in methods, indicators, and spatial and textual communication displays. Contractors cannot provide services directly to states and tribes, however, deliverables related to states and tribes may be requested by TOCORs in written technical direction to the contractor in individual task orders.

2.5.5. Provide technical support for the development of information on economic and social benefits and cost savings of mitigating climate change impacts by preservation, restoration, sustainable management, or conservation, and implementing other programs. This support requires expertise in social sciences and economics related to ecological benefits and services and the ability to develop this information in multiple forms (e.g., sound bites, management briefings, etc.), for various audiences such as citizens, local governments, businesses, states, tribes, territories, federal agencies, professional organizations, and other organizations.

2.6 GENERAL PROGRAM SUPPORT

2.6.1 Workshop and meeting logistics support. Provide administrative support in the planning and execution of workshops, training sessions, symposia, webcasts, webinars, and meetings related to this PWS and related task orders. This task requires the contractor to provide support in: (1) site selection; (2) meeting logistics, including arranging conference facilities, lodging, audio-visual needs, and registering participants; (3) preparing announcements and advance information for attendees; (4) soliciting attendees and papers, and inviting speakers to make presentations; (5) the provision of logistical support for speakers and scientific or technical experts who directly contribute to the requirements of specific contract/task order performance (NOTE: The contractor must employ or contract with the speakers and scientific or technical experts in order for the travel expenses to be approved and paid for using contract funds. Travel expenses shall only be paid to the individuals performing a direct function of the contract); (6) planning meetings, and preparing EPA-developed workshop or meeting agendas; (7) developing workshop materials for all participants, including shipping technical materials for the workshops; (8) workshop evaluations; (9) on-site management, including registration support; (10) workshop facilitation; (11) preparation of minutes, summary reports, and proceedings documents. The contractor shall have the expertise to conduct stand-alone webcasts/webinars and webinars held in conjunction with live public meetings/workshops.

2.6.2 Provide watershed educational and outreach support. Provide watershed educational and outreach support in the form of workshops targeted at [Federal, State, Tribal, and Local agency personnel, as well as involved citizens and watershed stakeholders. The execution of these educational seminars includes general

workshop support, as described in the preceding paragraph, plus organizing workshops, delivery of training materials/modules, and post-workshop evaluations. The development of watershed focused outreach and educational materials for use in workshops and/or to be made available to the Agency as stand-alone materials and guides for distribution to the public, including web posting, is also required. These materials could cover topics including: techniques and approaches for delivery of effective outreach/educational programs, methods to improve stakeholder involvement, techniques to effectively evaluate outreach programs, and other relevant topics to enhance outreach programs at the watershed level.

2.6.3 Internet and Public Education. The contractor shall support the Agency's efforts to develop effective outreach materials and program information for use on the Agency's Internet site in Drupal or similar content management systems, or as part of databases, and for distribution to the public at conferences and other venues. The contractor shall maintain and enhance current EPA Internet content that focus on watersheds, and provide information and data on watershed management programs to the public that is compliant with all EPA web standards. The contractor shall also have access to editors, graphic artists, and multimedia experts who can develop outreach strategies, displays, fact sheets, other publications, on-line modules, and videos/DVDs/PSAs to educate the public on key water/watershed issues and/or solutions that can be developed to support EPA outreach efforts.

2.6.3.1 Maintain and enhance current EPA Internet content that focuses on TMDLs, watersheds, NPS pollution, and related topics. The contractor shall support the Agency's efforts to maintain and enhance EPA Internet content and provide information and data on TMDL waters; summaries of completed TMDLs; and the lists compiled by states, tribes, and territories of waters qualifying for TMDLs.

2.6.3.2 Catalog Data. Process, document, and track data sets. The contractor shall support the Agency's efforts to ensure appropriate data and metadata are entered into the Environmental Information Management System (EIMS) online data catalog.

2.6.3.3. Support in maintaining existing watershed-related websites and for designing new websites. The contractor will support the Agency in maintaining watershed-related websites, including the conduct of Webcasts and Webinars on a variety of watershed-related topics, as well as developing online training modules. As indicated in section 2.6.1 above, the contractor will assist with conducting stand-alone webinars/webcasts or webinars done in conjunction with a live meeting. The contractor will provide access to vendors for the conduct of webinars to reach small groups (10-50 people), medium groups (up to 1,000 people), and large public audiences (2,000 - 5,000 people), and ensure preparation of closed captioning/transcripts and archives of webinars/webcasts for posting on the Web. In addition, the contractor will assist in the preparation and maintenance of online modules on a variety of watershed related topics using state-of-the-art technology such as Articulate, as well as text-based modules. The contractor will provide support in updating data in the Catalog of Federal Funding for Watershed Protection, the Watershed Academy Web, Watershed Central, and the NPS Outreach Tool Box, and provide recommendations on development of other new online tools/databases.

2.6.3.4 Section 508 compliance. All materials published to the Web must be in compliance with Section 508 of the Rehabilitation Act of 1973, as amended, regarding disabilities, in addition to being consistent with the EPA Web standards posted at <http://www2.epa.gov/webguide>.

2.6.3.5 GIS Analysis. Produce GIS displays and overlays of data for monitoring and assessment, and related data systems, using arc GIS, the agency standard GIS software. For treatment of data, see “Deliverables”, Section 4.0; for quality assurance, see “Quality Assurance (QA) Requirements”, Section 2.6.

2.6.4 Graphics Support

2.6.4.1 Produce camera-ready art work (in either hard-copy or computer file format) and graphics that clarify and enhance EPA documents (manuals, brochures, and reports).

2.6.4.2 Provide editorial support, develop graphics and text materials for educational publications, and develop scripts used in educational and technical videos. The contractor shall also support the Agency’s efforts to design and produce new videos on topics related to watershed protection, assessment, and restoration. All graphics and videos must be 508 compliant.

2.6.5 Support the Section 319 GRTS. The contractor will provide support to ensure graphic components of reports from GRTS are prepared in a cost-effective and efficient manner, and they are highly useful. All deliverables will be furnished to the TOCOR in electronic formats that are supported (i.e., PDF) and can be edited (i.e., Word, Excel) by the EPA. (See also Section 2.2.9 “Manage the Section 319 Grants Reporting and Tracking System (GRTS)” and Section 4.0 “Deliverables”).

2.6.6 Translation Support

Provide document translation. Unless otherwise specified, the translations should be in the standard language of the language being translated. For example, standard Spanish is one without regionalisms. There are some expressions that may be easily misunderstood in one country versus another. As with any other foreign language translation, content must be peer reviewed for accuracy.

2.7 OCEAN DUMPING FIELD WORK AND LAB ANALYSIS

2.7.1 Background. The contractor will provide support for monitoring and management of ocean dumpsites. The contractor will provide support for the planning and field collection of sediment/water/biota/other samples for physical, chemical, and biological analysis and collection of electronic information, including sediment profile and plan view images, side scan sonar, and water quality. The contractor may need to provide the vessel, the equipment, the supplies, and the laboratory analysis, as well as data interpretation.

Ocean disposal sites are designated by the EPA to minimize cumulative environmental effects of disposal to the area or region in which the site is located. Disposal operations must be conducted in a manner that allows each site to operate without adverse impacts to the coastal marine environment in excess of what is expected under the given site use requirements. These site use requirements are based on site designation parameters established in the National Environmental Policy Act (NEPA) documentation [i.e., environmental impact statement (EIS) or environment assessment (EA)] and site management and monitoring plan (SMMP) for each ocean disposal site.

The contractor will provide technical support in performing all aspects of technical data gathering in the field, and appropriate chemical, biological, and physical analysis work in the laboratory. Such work consists of taking samples or obtaining ship-board data regarding surface water, marine trash, water column parameters, benthic parameters, sediment parameters, and biological parameters. Samples may be taken to

on-shore laboratories for analysis. The contractor will follow appropriate QA/QC requirements, including those specified in the Office of Water QMP located in Appendix A.

The Survey Management Handbook provides a comprehensive description of all the elements that make up a well-designed and well executed survey, building upon firmly established principles of survey research and augmented by a commonsense approach to meet the special needs of EPA. It is to be used as guidance only. The Survey Management Handbook is located at the following:

<http://nepis.epa.gov/Exe/ZyNET.exe/P1005GNB.TXT?ZyActionD=ZyDocument&Client=EPA&Index=2000+Thru+2005&Docs=&Query=&Time=&EndTime=&SearchMethod=1&TocRestrict=n&Toc=&TocEntry=&QField=&QFieldYear=&QFieldMonth=&QFieldDay=&IntQFieldOp=0&ExtQFieldOp=0&XmlQuery=&File=D%3A%5Czyfiles%5CIndex%20Data%5C00thru05%5CTxt%5C00000022%5CP1005GNB.txt&User=ANONYMOUS&Password=anonymous&SortMethod=h%7C-&MaximumDocuments=1&FuzzyDegree=0&ImageQuality=r75g8/r75g8/x150y150g16/i425&Display=p%7Cf&DefSeekPage=x&SearchBack=ZyActionL&Back=ZyActionS&BackDesc=Results%20page&MaximumPages=1&ZyEntry=1&SeekPage=x&ZyPURL>

The EPA TOCOR will review the information prepared by the contractor in draft form for technical soundness and adherence to Agency policy. Field work may occur aboard an EPA program-supported vessel, as well as other vessels, in lakes, rivers, ocean and coastal water bodies. Analysis work will occur to some extent aboard the vessels, but more frequently will be conducted at better equipped laboratories on-shore.

2.7.2 Design Field Sampling Programs. Based on parameters established in the TO, the contractor will design field sampling programs for survey cruises that will help to assess the environmental impacts of dumping/pollution in marine/estuarine studies;

2.7.3 Implement Field Sampling Programs and Surveys. The contractor will provide technical support to implement field sampling programs and surveys. Implementation of a survey cruise includes preparation of sample containers, operation of data collection equipment, sorting and classification of samples taken, performing on-ship chemical and biological analyses (described in the next paragraph) of samples, managing sample storage during the survey, transport of samples to appropriate laboratories upon survey completion, collecting and managing electronic data collected during the survey, and repair and maintenance of specialized hardware and equipment used in the collection and analyses of samples;

2.7.4 Provide Vessel to Serve as the Survey Platform. The contractor shall provide the vessel to serve as the platform for the field sampling programs and surveys activities when requested by the EPA. When the contractor provides the vessel, the contractor shall be responsible for both the actual operation of the ship and some/all of the field sampling programs and surveys activities. When an EPA and/or other federal agency (e.g., NOAA, USCG, etc.) research vessel and crew are used for the on-ship surveys, the contractor shall not be responsible for actual operation of the ship (e.g., piloting);

2.7.5 Conduct Physical, Chemical, and Biological Analyses of Samples. The contractor will conduct on-shore and on-ship physical, chemical, and biological analyses of samples (e.g., air, biota, marine trash, water, tissue, and sediment) obtained during survey cruises and studies of the environment. Biological analyses include bioassays, identification of benthic organisms and fish, and the implementation of fish histopathological studies;

2.7.6 Test Specialized (often one-of-a kind) Hardware. Based on specifications established by the EPA, the contractor may be required to test specialized (often one-of-a kind) hardware needed during air, water microlayer, water, and biota sampling and analysis tasks;

2.7.7 Remote Sensing Techniques with Appropriate Ground Truthing. The contractor shall conduct field surveys using remote sensing techniques with appropriate ground truthing. If available, EPA- and/or other federal agency-provided equipment shall be used. When EPA and/or other federal agency equipment are not provided, the contractor shall provide any necessary field survey equipment;

2.7.8 Provide Survey Equipment. The contractor shall provide survey equipment (examples include, but are not limited to, winches, hoists, bottom grabs, Sediment Profile Imaging systems, and sonar) to support survey missions when it is not available on an EPA and/or other federal agency (e.g., NOAA, USCG, etc.) survey research vessel, and it is requested by the EPA. When the contractor provides the equipment, the contractor shall be responsible for leasing/renting, obtaining insurance, operating, repairing, calibrating, and maintaining the equipment and any associated hardware/software.

2.7.9 Provide Needed Backup of Critical Equipment, Maintenance, Repairs, and Modifications for Scientific Equipment aboard EPA Supported Vessels. The contractor shall assess and provide to the PO/TOCOR analyses (for EPA review and decision) of needed backup of critical equipment, maintenance, repairs, and modifications for scientific equipment aboard EPA supported vessels, to assure the equipment's ability to provide effective scientific and oceanographic surveys and procedures.

2.7.10 Planning and Logistics for Next Year's Survey. The contractor shall investigate and provide a non-legally and [non-financially binding reservation to reserve the leasing of a vessel to support Survey work in the next contract period. As a note, this reservation may be used or cancelled due to limitation of EPA funds, change in EPA program direction and/or written direction by the EPA's Contracting Officer (CO). This non-binding reservation shall describe a survey capable vessel as directed by the EPA.

2.8 OCEAN DUMPING AND DISPOSAL AND DREDGED MATERIAL MANAGEMENT ACTIVITIES

2.8.1 Background. The contractor shall provide technical support services for implementation of the EPA ocean dumping program. This will include all aspects of the program including regulation development, guidance development, permit evaluations, site designations and management, and program evaluation. This will include studying the effects of material disposed of in the ocean, including the manner in which the material disperses, and its immediate and long term effects on the environment. This work involves environmental data gathering (see Section 2.7. above). The EPA PO or TOCOR will review the information prepared by the contractor in draft form for technical soundness and adherence to Agency policy.

2.8.2 Dredged Material Technical Support. The contractor shall provide technical support for management of dredged material and the subsequent disposal of this material. This will include technical support for regulation/guidance development, development of monitoring protocols, assessment of ocean dumping activities, assessment of the impacts of ocean dumping, and monitoring selected sites or ocean areas.

Please Note: The contractor shall do no actual dredging work under this contract

2.8.3 Conducting Field Tests. The contractor shall conduct field tests/assessments of ocean disposal sites, analyze field samples, and evaluate analytical results.

2.8.4 Data System Technical Support. The contractor shall provide technical support in the development and operation of a data system that will be used to monitor an ocean disposal permittee's compliance.

2.8.5 Ocean Disposal Sites Environmental Impact Statements Support. The contractor shall provide technical support for the preparation of NEPA documents such as environmental impact statements, for ocean disposal sites.

2.8.6 Trace Metals, Organics, and Other Constituents Sample and Analyze Support. The contractor shall provide sample and analysis of wastes and marine samples for trace metals, organics, and other constituents.

2.8.7 Ocean Dumping Permit Applications Technical Support. The contractor shall provide technical support in the review of ocean dumping permit applications and the preparation of draft permits.

2.8.8 Development and Updating Monitoring Plans Support. The contractor shall provide technical support for the development and updating of monitoring plans for assessing ocean dumping site impacts and for implementing and carrying out long-term ocean dumping site management.

2.8.9 Design and Conduct Oceanographic Surveys Support. The contractor shall provide technical support toward the design and conduct of oceanographic surveys of offshore sites to assess the environmental impacts of ocean dumping.

2.8.10 Optimal Disposal Strategies Technical Support. The contractor shall prepare analyses of optimal disposal strategies, including potential impacts on Clean Water Act regulations and programs.

2.8.11 Long-term Dredged Material Management Planning Support. The contractor shall provide technical support toward the development of guidance for long-term dredged material management planning.

2.9 Quality Assurance/Quality Control (QA/QC) Requirements

2.9.1. General Quality Assurance/Quality Control Support

The contractor shall provide technical support in accordance with Agency guidance and requirements for Quality Assurance/Quality Control (QA/QC) to ensure that the analytical results and other data provided in all task orders issued under this contract are of known quality for regulation development or other specified data use(s). General information on EPA's Standard Operating Procedures (SOP) for QA/QC can be accessed in the following documents: <https://www.epa.gov/quality/policy-and-program-requirements-mandatory-agency-wide-quality-system>

The contractor shall ensure that the data provided for all task orders issued under this contract meets the data quality objectives that will be developed for each task order's Quality Assurance Project Plan (QAPP) (reference: *EPA Requirements for Quality Assurance Project Plans*, U.S. EPA Quality Assurance Management Staff), <https://www.epa.gov/quality/epa-qar-2-epa-requirements-quality-management-plans>. For purposes of this PWS, "data" is broadly defined. Environmental data include any measurements or information (both primary data and existing data) that describe: environmental processes, location, or conditions; ecological or health effects and consequences; or the performance of environmental technology. This includes models, databases/IT systems, literature, software that impacts environmental data, and

economic and statistical analyses. The contractor shall follow all Agency QA/QC guidelines associated with data collection and data management.

The contractor shall provide support in the development of techniques for implementing the OW QMP within the EPA OWOW. This shall include: support in analysis of QA/QC needs conforming to the areas defined in the **OW QMP** (EPA 821-R-09-001), <https://www.epa.gov/quality/epa-qar-2-epa-requirements-quality-management-plans>; application of operational analysis techniques, Plan, Do, Check, Act quality life cycle principles and approaches for continuous improvement, and Total Quality Management (TQM) approaches to analyzing environmental tasks to ensure quality and effectiveness; and, assistance in defining and implementing more effective approaches for the areas defined in the EPA OW QMP. These areas cover complete systems development, such as watershed management approaches to specific technical, environmental, and economic data and information. Accordingly, analysis and implementation support will range from total systems through development of data quality objectives to establishment of controls for, and assessment of, confidence levels for environmental and related economic data.

The types of services to be provided under this work area will include:

2.9.1.1. The contractor shall anticipate receiving task orders to provide quantitative and qualitative review of all analytical data generated by sample analysis, with the emphasis on quality control. All of this work shall be performed by individuals who are independent of the analytical data generation effort. Work may include the review of data from a variety of analytical techniques. These data include economic and statistical data, as well as chemical, physical, biological, and other environmental quality parameters including, but not limited to: data from gas chromatography, gas chromatography/mass spectrometry, gas chromatography/Fourier transform infrared spectroscopy, high performance liquid chromatography, inductively coupled plasma emission spectroscopy, atomic absorption spectroscopy, and real-time quantitative polymerase chain reaction (qPCR) platforms; enzyme-linked immunosorbant assay (ELISA), and diatom, fish and benthic macro invertebrate identification and enumeration. For an example of constituents that are analyzed using some of the aforementioned techniques as a part of the 2010 National Coastal Condition Assessment (NCCA) see Attachment A, Table One: “**Analytes Measured in 2010 National Coastal Condition Assessment**”.

2.9.1.2. The contractor shall anticipate receiving task orders to provide, evaluations of the performance of analytical methods, and recommendations for necessary modifications/deviations for complex matrix sample analysis in support of EPA sampling activities.

2.9.1.3. The contractor shall anticipate receiving task orders to develop and evaluate QA/QC limits for new methods and instrument parameters, and to evaluate new research and innovative practical applications for potential use in the laboratory and in field efforts. The contractor shall, based on its thorough knowledge and understanding, provide technical support in developing and documenting technical requirements for analysis, performance specifications, and reporting requirements, and prepare deliverables necessary to meet the goals and objectives of EPA studies that require laboratory analysis, and field measurement and analysis.

The contractor shall support the EPA in researching and developing appropriate measurement procedures for traditional methods used by laboratories, *in situ* probes, and new innovations and novel applications. The contractor shall anticipate requests for support for: measurement procedures for methods that can be used in the field, determination of probable biases, identification of sources of error due to methods used for measurement, and developing recommendations for modifications to minimize error.

2.9.1.4. In order to document the ability of laboratories to perform the required analysis, the contractor shall anticipate receiving task orders to compile and report laboratory performance data, such as quarterly performance evaluation samples, blind samples, and laboratory audits. The contractor shall support the EPA in conducting laboratory on-site audits, and paper audits of analytical laboratories, as well as studies prepared by contract laboratories. The contractor shall coordinate its on-site visits with the laboratory personnel and EPA staff. When conducting on-site audits, contractor personnel must be accompanied by an EPA employee, and wear identification badges that clearly identify them as contract employees.

2.9.1.5. The contractor shall anticipate receiving task orders to assemble information and prepare reports on QA/QC to include, but not limited to, issues related to the EPA's environmental data collection activities.

2.9.1.6. The contractor shall anticipate receiving task orders to provide technical support (e.g., recommendations to the Agency on water quality modeling) to the TOCOR on QA/QC activities required by Agency policy. These efforts may include the preparation of QA/QC manuals and reports, QA/QC guidance and training materials, and other QA/QC assistance.

2.9.1.7. The contractor shall support Agency efforts to implement Quality Assurance policies, guidance, and requirements. This may include supporting individual TOCOR in the organization and conduct of QA/QC training activities, meetings, conference calls, and webinars.

2.9.2. QUALITY MANAGEMENT PLAN (QMP)

The contractor shall have an approved Quality Management Plan (QMP) that conforms to Agency QA/QC procedures, and ANSI/ASQC E4, and is customized relative to the performance activities under this PWS, with one iteration of the QMP. Information on EPA requirements for the Quality Management Plan can be accessed at the following URLs:

<https://www.epa.gov/quality/epa-qar-2-epa-requirements-quality-management-plans>

or *[EPA Requirements for Quality Management Plans (QA/R-2)* (PDF 30pp, 86k) –March 2001; and

(Reissued May 2006), EPA/240/B-01/002. [Reissue Notice](#) (PDF 2pp, 91K) This document contains specifications for organizations that receive funding from the EPA (equivalent to those in EPA Manual 2105-P-01-0).

The Offeror's QMP and general approach for implementing QA/QC requirements in the PWS may become part of the public record at the time of the contract award. Any subsequent updates and revised versions of the approved QMP are also subject to public release. If the Offeror feels portions of the Offeror's QMP should remain proprietary, then upon receipt of a final contract awarded by the EPA in response to this solicitation, the Offeror will be required, at the Offeror's expense, to prepare a version of the QMP which does not include any information the Offeror and EPA agree is proprietary, and furnish this revised QMP to the EPA in a suitable electronic format, so that the EPA may make the Offeror's QMP publicly available.

2.9.3. QUALITY ASSURANCE PROJECT PLAN (QAPP)

In many, but not all, task orders, there will be a requirement in the task order-level PWS for the contractor to support EPA in the preparation of a Quality Assurance Project Plan (QAPP). Consistent with “**EPA Quality Manual for Environmental Programs, CIO 2105-P-01-0**”,

https://www.epa.gov/sites/production/files/2015-09/documents/cio_2105-p-01-0.pdf , a QAPP is usually required when data is generated to be used to make an agency decision, whether the data are derived from monitoring, sampling, analysis, modeling, existing data, or literature.

The QAPP will be specific to each individual task order, and it must be reviewed and approved by the appropriate EPA Quality Assurance Officer (QAO) prior to the contractor incurring any billable costs for portions of the task order which contain QA/QC related actions.

EPA policy requires that the QAPP be reviewed and approved by the EPA TOCOR and by the appropriate EPA QAO. This review is to ensure that the QAPP contains the appropriate content and level of detail. Previously-approved QAPPs that do not specifically address the particular TO at issue will require editing and resubmission for approval, and those portions that do not apply to the TO must be deleted from the QAPP.

Any QAPP that is approved by the appropriate EPA QAO for a task order awarded under this contract will be considered by the EPA to be available in the public domain and may be distributed by the EPA to the public.

When contractor support for preparation of a QAPP is requested in the PWS of a Task Order, the QAPP will be prepared in accordance with the contract-specific QMP described in Section 2.77.2 of this PWS, and in accordance with the following: <https://www.epa.gov/quality/agency-wide-quality-system-documents>

EPA Requirements for Quality Assurance Project Plans (QAPP) (EPA QA/R-5)
<https://www.epa.gov/quality/epa-qar-2-epa-requirements-quality-management-plans>

For task orders issued under this contract that request contractor support for preparation of a QAPP, the deliverables shall be furnished to the CO and TOCOR in electronic form in both a word processing file and a PDF file.

2.9.3.1 Unless otherwise specified in any individual TO, the contractor will be expected to support the TOCOR in preparation of QAPP deliverables for approval by the appropriate EPA QAO for any or all of the following:

2.9.3.2 When modeling is requested in the PWS of an individual TO, the contractor shall support the TOCOR to develop a modeling QAPP that will be applicable solely to the activities requested in that TO. The contractor shall submit the QAPP to the TOCOR. The QAPP will be reviewed and approved by the TOCOR and by the appropriate EPA QAO specified by the TOCOR.

2.9.3.3 The modeling QAPP shall conform to **EPA G5/M** (December 2002, EPA/240/R-02/007, <https://www.epa.gov/sites/production/files/2015-06/documents/g5m-final.pdf>). Modeling work cannot begin under any individual TO until the TO-specific QAPP is approved by the EPA. As referenced above in Section 2.7.7.3, a QAPP is usually required when data are generated to be used to make an agency decision, whether the data are derived from monitoring, sampling, analysis, modeling, existing data, or literature.

2.9.3.4 When monitoring is requested in the PWS of an individual TO, the contractor shall support the TOCOR to develop a monitoring QAPP that will be applicable to the activities requested in that TO. The

contractor shall submit the QAPP to the TOCOR for review and acceptance. The QAPP will be reviewed and approved by the TOCOR and by the appropriate EPA QAO, who will be specified by the TOCOR.

The monitoring QAPP shall conform to the EPA's QA guidance for a sampling QAPP.

<https://www.epa.gov/sites/production/files/2015-06/documents/g5s-final.pdf>. As mentioned previously, a QAPP is usually required when data are generated to be used to make an agency decision. This is true whether the data are derived from monitoring, sampling, analysis, modeling, existing data, or literature.

2.9.3.5 When the generation of GIS data is requested in the PWS of an individual TO, the contractor shall comply with the QA guidance for GIS data (QA/G-5G), <https://www.epa.gov/sites/production/files/2015-06/documents/g5g-final.pdf>. Depending upon the modeling techniques, data resolution, data consistency, software applications, and other characteristics, in lieu of the G-5G, the Digital Elevation Module (DEM) and National Elevation Dataset (NED) will most likely provide a generalized depiction of landforms, especially in areas of moderate topographic variations or flat areas. For this reason, delineations based on DEM and NED need to be independently checked on 1:24,000 Digital Raster Graphics (DRGs) and reviewed closely by the contractor prior to finalizing any QAPP deliverable involving GIS data. A detailed description of the source elevation model must be documented in the metadata. Consistent with EPA's QA/G-5M (<https://www.epa.gov/sites/production/files/2015-06/documents/g5m-final.pdf>), such procedures must be included in the QAPP.

The contractor shall submit the QAPP to the TOCOR. The QAPP will be reviewed and approved by the TOCOR and by the appropriate EPA QAO specified by the TOCOR.

2.9.3.6 When the performance of community-level biological assessments is requested in the PWS of an individual TO, the contractor shall follow the guidance in the EPA National Aquatic Resource Surveys relevant to the water body type being monitored. Field and laboratory protocols, data interpretation methods and Quality Assurance Project Plans are available at: <https://wcms.epa.gov/national-aquatic-resource-surveys>.

The contractor shall submit the QAPP to the TOCOR. The QAPP will be reviewed and approved by the TOCOR and by the appropriate EPA QAO specified by the TOCOR.

2.9.3.7 Except where specifically delegated, all QAPPs intended for the performance of work under individual TOs that are prepared by non-EPA organizations must, prior to implementation, be approved by the TOCOR and by the appropriate EPA QAO specified by the TOCOR.

2.9.4 All QAPPs shall be implemented as approved for the intended work.

2.9.5 The prime contractor shall ensure that all parts of the organization performing the work, including subcontractors, are responsible for implementing the QAPP that has been approved by the EPA for each individual TO, and for ensuring that all personnel involved in the work have copies of the approved QAPP, along with all other necessary planning documents.

The prime contractor shall ensure that all personnel in the contractor's organization, including subcontractors, who are involved in each individual TO, understand the requirements prior to the initiation of data-generation activities (including generation or interpretation of environmental data using modeling techniques).

2.9.6. The prime contractor must ensure that all personnel, including subcontractors, who develop and review a QAPP involving model development or application have the proper experience and educational credentials to understand the relevant issues.

2.9.7 QA/QC Considerations when technical direction or task order modifications are issued

Because of the complex and diverse nature of environmental data operations, changes to the PWS in individual TO, including revisions to methods or objectives, are sometimes required. If a modification to a TO issued by the EPA CO or Technical Direction issued by the TOCOR warrants a change in protocols related to QA/QC, the QAPP must be modified to reflect the change. The contractor will be expected to furnish technical support to the TOCOR to prepare changes to the QAPP, which then must be approved in writing by the EPA prior to the contractor incurring further billable costs related to QA/QC activities in the PWS.

According to EPA policy, a revised QAPP must be reviewed and approved by the same EPA authorities that performed the original review. For those TOs where the PWS involves data collection and/or analysis, the contractor must not make any procedural changes to the methods for data collection or analysis, or to other activities involving QA/QC until a revised QAPP is prepared, furnished to the EPA for review, and approved in writing by the EPA. The contractor shall identify such changes to the TOCOR when the contractor furnishes to the TOCOR any proposed revisions to the QAPP for EPA review and approval. The TOCOR will evaluate any proposed changes to the procedures, and review all proposed revisions to the QAPP. The TOCOR will determine if the proposed changes affect the technical and quality objectives of the TO. The TOCOR will assess whether the proposed procedural changes have quality impacts, and whether the proposed revisions to the QAPP are sufficient to meet the objectives of the TO. The TOCOR will then make a recommendation about the procedural changes and the proposed QAPP revisions to the EPA QAO. The changes to procedures involving data collection and analysis can be implemented by the contractor only after the EPA QAO has approved in writing the revisions to the QAPP.

For those TOs where the PWS involves modeling, the contractor must not make any procedural changes until a revised QAPP is prepared, furnished to the EPA for review, and approved in writing by the EPA. The contractor shall identify changes to the TOCOR when the contractor furnishes to the TOCOR any proposed revisions to the QAPP for EPA review and approval. The TOCOR will evaluate any proposed changes to the procedures, and review all proposed revisions to the QAPP. The TOCOR will determine if the proposed changes affect the technical and quality objectives of the TO. The TOCOR will assess whether the proposed procedural changes have quality impacts, and whether the proposed revisions to the QAPP are sufficient to meet the objectives of the TO, and make a recommendation about the procedural changes and the proposed QAPP revisions to the EPA QAO. The changes to the modeling procedures can be implemented by the contractor only after the EPA QAO has approved in writing the revisions to the QAPP.

2.9.8 Quality Assurance Progress

When an approved QAPP is in place for any TO awarded in response to this solicitation, the contractor shall be required to include Statements of Quality Assurance Progress in the contractor's monthly progress reports from the time of QAPP approval until the Final Deliverable necessitating the QAPP is accepted by the EPA.

The contractor shall also furnish a Quality Assurance Report (QAR) for review and acceptance by the TOCOR. This report is intended to be a post-effort reporting to the EPA, which documents the contractor's

QA/QC of the technical effort to produce a defensible deliverable. The contractor can anticipate including the QAR with other deliverables of the TO, and the contractor will follow a format for preparing the QAR which will be specified by the TOCOR in the performance work statement of the individual TO.

2.10 PEER REVIEW

2.10.1 Background

During the period of performance of this contract, the EPA anticipates there will be a need for contractor support to identify, screen, and engage suitable persons to perform Peer Reviews and provide timely comment on EPA analyses and other work products. In addition, for each peer review, the contractor shall prepare a report that summarizes and organizes the comments.

Requests for contractor support for peer reviews will be requested through solicitation of individual task orders in this contract. Either of two types of peer reviews may be requested: (1) scientific/technical peer reviews, or (2) editorial peer reviews.

Scientific and technical peer reviews are to be conducted by individuals having scientific and/or technical expertise in disciplines relevant to the subject matter being reviewed. The overall focus for the reviewers will be to assess the technical merits of the findings in the summary reports. Scientific and technical peer reviews are intended to ensure: (1) the most important literature has been reviewed; (2) the draft report has stated the scientific evidence correctly; (3) the use of the scientific and technical evidence is appropriately applied in developing a new theorem or supporting an existing theory; and (4) the best plausible scientific explanation of what is to be expected has been furnished in cases involving scientific and technical analysis where the end-product may be unknown.

Editorial peer reviews are intended to ensure: (1) correct punctuation and grammar are used in the report; (2) there are no spelling errors; (3) all text references are cited and listed correctly; and (4) appropriate and proper text format and scientific nomenclature have been used.

The kinds of draft EPA products for which peer review may be requested include:

- scientific assessments;
- guidance documents;
- Healthy Watersheds Assessments;
- Healthy Watersheds technical approaches;
- scientific and research proposals;
- statistical methodologies;
- economic achievability analyses;
- social and anthropological science approaches;
- aquatic ecosystem monitoring quality assurance project plans;
- laboratory sampling plans and protocols, results, assessments, and reports;
- air and water modeling and modeling approaches;
- technical approaches and modeling used to develop and evaluate TMDLs;
- written guidance and tool development for assorted best management practices (BMPs);
- water quality and wetland trading practices;

- watershed planning tool development and watershed plans;
- nonpoint source pollution control engineering approaches;
- low-impact development effectiveness studies; and
- wetland monitoring, mitigation, and restoration plans.

The EPA regards a candidate for an independent peer reviewer to be an expert who is not associated with the generation of the specific work product that is the subject of the peer review: (1) either directly or by substantial contribution to its development; or (2) indirectly by consultation during the development of the specific work product. Independent peer-reviewers are required to declare whether or not they have any conflicts of interest. Peer reviewers shall: 1) have scientific expertise that bears on the subject matter under discussion; 2) be free of real or perceived conflicts of interest; and 3) represent a balanced range of technically legitimate points of view and disciplinary mix.

The EPA anticipates the contractor will provide high quality peer review services in a variety of scientific and engineering fields and disciplines. Individual peer reviewers shall have expertise that is recognized either nationally or internationally, in the fields of aquatic and landscape ecology; ecological risk assessment (including statistical, economic, and regulatory impact analysis); aquatic chemistry; social and anthropologic sciences; and aquatic hydrology and engineering.

The EPA TOCOR shall review and consent to the qualifications of the contractor's proposed pool of peer reviewer candidates, but the contractor is ultimately responsible for selecting peer reviewers and for ensuring that they are free from conflicts of interest.

For task orders requesting support for a peer review, the contractor shall anticipate receiving a request to: (1) identify and select peer reviewers; (2) conduct the peer review; (3) organize the reviewers' comments for EPA review; and (4) prepare a draft summary report. For each summary report, the EPA TOCOR will furnish supporting documentation to the contractor as necessary, including the:

- Draft Charge
- Draft Summary Report
- Draft Supplementary Appendix

It will be the contractor's responsibility to ensure all activities are performed in accordance with Agency Peer Review Policy procedures outlined in **U.S. Environmental Protection Agency Peer Review Handbook**, 4th edition, 2015. <https://www.epa.gov/osa/peer-review-handbook-4th-edition-2015-0>

NOTE: EPA is likely to issue the next revision of the handbook during the performance period of this contract.

The EPA TOCOR will be responsible for completing the "Manager's Planning Checklist for Peer Review" on page 5 of the handbook.

2.10.2 Identify Peer Reviewer Pool. For task orders requesting support for Peer Review, the contractor shall prepare and submit to the EPA TOCOR the credentials (e.g., curriculum vitae) of seven to eight nationally recognized technical experts who are qualified to independently peer review draft materials according to the EPA's peer review guidelines.

The potential pool of peer reviewers shall include experts outside of the EPA with demonstrated experience that is relevant to the subject matter under consideration. The peer review panel shall not include any experts that directly or indirectly contributed to the analysis used in the draft materials which are going to be reviewed. The EPA TOCOR may forward names of suggested candidates, but the contractor is not obligated to obtain their services.

The EPA TOCOR will review and approve the potential pool of peer reviewers based on their credentials and demonstrated expertise to fulfill the role of peer reviewers. The EPA TOCOR may reject the use of a particular candidate based on qualifications, conflicts of interest, or past direct involvement with the work under review. The contractor will be expected to find suitable replacements to bring the pool back to an acceptable number of candidates.

Following the TOCOR's approval of the peer reviewer pool, the contractor shall select three peer reviewers for each review and determine their availability and ensure that they are free from any conflicts of interest. In the contractual agreements with the peer reviewers, the contractor shall include a confidentiality clause requiring that the peer reviewers shall not release information either than is furnished by the EPA (i.e., draft report, data), or information that is contained in the peer reviewers' findings, without the prior express written consent of the EPA TOCOR.

The contractor shall be responsible for reimbursing the peer reviewers for allowable costs related to the activities of the peer review panel.

2.10.3 Prepare Charge for Peer Review: The contractor will support the EPA TOCOR in developing instructions and a transmittal email for the reviewers. The contractor shall format the peer review charge provided by EPA. The contractor also shall develop a template for reviewers to use in responding to the questions in the charge. The contractor shall incorporate EPA's comments into revisions.

2.10.4 Conduct Peer Review: The contractor shall distribute to each member of the Peer Review panel the draft materials which are intended to be reviewed (and any other documents the EPA TOCOR identifies as appropriate, such as appendices), the written charge, the questions, and the template for responses. The contractor also shall provide to the peer reviewers any supplemental information requested by the reviewers and deemed necessary by the EPA TOCOR to complete a thorough review.

Peer reviewers shall conduct their review according to the guidelines detailed in the charge. The contractor shall inform all selected peer reviewers that there shall be no contact with EPA personnel or authors or contributors acknowledged in the draft report. The contractor also shall inform the peer reviewers that they shall not share the findings of the draft summary report with any other individuals or groups.

The contractor shall coordinate with the peer reviewers and monitor peer reviewers' progress to complete the review within the required time and allotted hours. EPA anticipates that a single peer reviewer would take at most 40 hours to prepare the draft summary report.

The contractor shall allot reviewers a maximum of **4 weeks** (i.e., 20 working days) in which to conduct their review. Peer reviewers shall submit their comments electronically and respond to the specific questions posed in the charge to the contractor.

2.10.5 Organize Peer Review Comments: The contractor shall forward to the EPA TOCOR each peer reviewer's comments in their entirety. The contractor shall provide a second version that organizes the peer review comments by topic.

2.10.6 Follow-up Questions: If the EPA TOCOR transmits to the contractor a written request for clarification of the information in the comments, the contractor shall contact the peer reviewer(s) and obtain the needed clarification.

2.10.7 Summary Report: The contractor shall prepare a written report that summarizes and organizes the comments. This report shall be transmitted to the EPA TOCOR in draft form for EPA review. The EPA TOCOR will accept the final report in writing, and the contractor will furnish the final deliverable in paper and electronic form to the EPA TOCOR (see Section 4.0, "**Deliverables**").

2.11 ENVIRONMENTAL, ECOLOGICAL, CLIMATE CHANGE AND HEALTH RISK ASSESSMENT AND MANAGEMENT

2.11.1 Background. The contractor shall review and/or analyze water pollution factors and other environmental factors, including climate change, that contributes to water pollution, and provide technical support in assessing and predicting the effects of these factors on the environment, and on plant, animal, and human health. Studies such as the effects of pollution on the food chain, duration of the environmental impacts, and the chronic and acute effects of toxic chemical pollution, may be conducted. The EPA TOCOR will review the information in draft form for technical soundness and adherence to Agency policy.

To provide this technical support, the contractor shall utilize its experience in specific program areas, including, but not limited to, the National Estuary Program, coastal watersheds and their management and stakeholders activities, ocean disposal, pollution control, vessel pollution, technology transfer, smart growth, marine trash, coral reefs, coastal and ocean acidification, nutrients impact, invasive species, land-based sources of trash and impact assessments, monitoring of ocean disposal sites and other marine discharges/coastal waters, and the impacts of climate change on coastal resources.

2.11.2 Atmospheric Deposition Analysis. The contractor shall examine the effects of atmospheric deposition in water bodies from sources such as acid rain, particulate matter, and other airborne pollutants. Evaluate the pollution impacts based on the differences in pollutant concentrations and pollutant sources.

2.11.3 Human Health and Ecosystem Analysis. The contractor shall examine the effects of pollutants introduced into the environment and relate those effects to human health and to the ecosystem. Conduct analyses of new and existing data to assess the existing and potential environmental impacts of pollution inputs.

2.11.4 Pollution Control Technologies Analysis. The contractor shall examine the cost-benefit of pollution control technologies and relate those effects to human health and to the ecosystem.

2.11.5 Water Sample Analysis. The contractor shall conduct laboratory simulations, field verifications, and engineering and process chemistry analyses of water samples.

2.11.6 Contaminated Sediments Analysis. The contractor shall conduct analyses to assess the potential environmental impacts of chemically contaminated sediments.

2.11.7 Ecological Chemical Contamination Analysis. The contractor shall predict the impacts and ecological risks of toxic chemical contamination.

2.11.8 Health Risk Assessments Technical Support. The contractor shall provide technical support for conducting health risk assessments of the consumption of chemically contaminated fish or shellfish from surface and shallow waters potentially contaminated with human pathogens and other pollutants.

2.11.9 Ecological Risks Analysis. The contractor shall provide technical support for assessing ecological risks from nutrient enrichment and/or eutrophication in water bodies. Also the contractor shall provide technical support for assessing the ecological risks to adjacent water bodies, including coral reefs, wetlands and associated watersheds (include risks such as wetlands and habitat loss or degradation).

C2.11.10 Cumulative Impacts Analysis. The contractor shall conduct watershed-wide analyses of potential cumulative impacts of multiple marine/estuarine pollution sources, including waste-load allocation for specific pollutant parameters.

2.11.11 Coastal and Ocean Resources Climate Change Analysis. The contractor shall provide technical support and examine the potential effects of climate change on coastal and ocean resources. Identify, evaluate, and determine impacts and management actions including adaptation and mitigation.

2.11.12 Hazardous Materials Analysis. The contractor shall analyze the effects of releases of hazardous materials to the environment and evaluate the potential economic impacts.

2.12 SOURCES AND CONTROL OF FLOATABLE AQUATIC AND MARINE TRASH

2.12.1 Background. The contractor shall provide technical support services in examining the spectrum of floatable aquatic trash, including its possible sources on land, through its transport via runoff, storm drains, and other means to the various water bodies, such as lakes, rivers, oceans, and estuaries. The effects the trash can have on the ecology, including wildlife, shall also be studied. The EPA TOCOR will review the information prepared by the contractor in draft form for technical soundness and adherence to Agency policy.

2.12.2 Floatable Aquatic Trash and Plastics Analysis. Assess and evaluate the sources and effects of floatable aquatic trash and plastics on the environment, including the effects on marine organisms and their habitats such as beaches and waterfront areas (including study of the aesthetic and economic impacts).

2.12.3 Sources Identification. Identify the types of sources of aquatic marine trash pollution, including land-based sources.

2.12.4 Impacts Analysis. Identify the impacts of marine trash on the overall aquatic environment, and how those impacts compare with other pollution sources.

2.12.5 Incentives Analysis. Analyze the incentives that could decrease the amount of marine trash.

2.12.6 Control Measures Analysis. Analyze the control measures for sources of aquatic trash such as combined sewer overflows, storm sewers, vessels, street litter, and beach visitors.

2.12.7 Marine Trash Analysis. Quantify and identify trash present in a given harbor or beach area, and existing point sources for each.

2.13 DATA BASE DEVELOPMENT AND MODELING

2.13.1 Background. The contractor shall provide technical support in organizing and facilitating the accessibility of the data gathered during performance of this contract. This support area shall serve to organize the data so it can be used to predict pollution impacts, short-term and long-term environmental effects, and successful control strategies that could lessen the environmental impacts. The EPA TOCOR will review the information or work products prepared by the contractor for technical soundness and adherence to Agency policy.

All data and software delivered to the Agency shall adhere to Agency software/hardware compatibility standards, and all systems shall comply with applicable Federal and EPA security requirements, as documented in the EPA IRM Policy Manual 2100A16, 12/20/99, Chapter 8-Information Security, located at <http://www.epa.gov/irmpoli8/archived/polman/chaptr08.htm>. Life cycles for any systems developed shall be documented per the Agency's Systems Life Cycle procedures contained in the EPA Systems Life Cycle Manual.

The contractor shall ensure that all systems and software developed under this contract shall remain usable and accessible to the Agency during the contract period, and they shall adhere to all requirements included in the Special Conditions (3.0) Section of the PWS.

The contractor shall compile, for each system and software package developed herein, a docket containing items including, but not limited to, a description of procedures used to develop each system and software package, user manuals, and hard and electronic copies of the software and systems created. All systems, software packages and procedural information will be considered EPA property.

3.13.2 Technical Support. The contractor shall provide technical support services including, but not limited to:

1. Develop and implement atmospheric and water computer models to predict the transfer, fate, and effects from conventional waste and toxic pollutants introduced into the environment, either from routine disposal operations or by accident during transport;
2. Provide technical support toward development and support of a data system(s) that will be used to monitor the effectiveness of pollution abatement measures;
3. Provide technical support and logistics for implementing use and interface with the EPA's data systems such as ORD's Environmental Information Management System;
4. Estimate pollutant loadings from point and nonpoint sources;
5. Compile and format data on technical ocean topics;

6. Collect, format and input water quality, monitoring and ocean dumping data and information into EPA's STORET/WQX data system.

2.14 SUPPORT FOR TECHNICAL TRANSFER, PUBLIC INVOLVEMENT AND COMMUNICATION OUTREACH SUPPORT

2.14.1 Background. The contractor shall provide technical support for public outreach and technical transfer of information related to the scope of this PWS. To maximize environmental improvement, the information the EPA gathers must be conveyed to other Federal and state government agencies, to the regulated community, stakeholder groups, non-profit organizations, and to the public.

The contractor shall also provide the EPA with the technical support needed to properly inform the public of its work and results, and of technology available to improve the environment. The EPA TOCOR will review the information prepared by the contractor in draft form for technical soundness and adherence to Agency policy. The contractor, its subcontractors, and consultants are required to wear prominently displayed identification badges at all times, which clearly identify their affiliation when attending meetings, symposiums, conferences, etc., both when accompanying EPA staff or working separately in providing support to EPA programs and activities. The badge should contain the individual's name, along with the name of his/her company.

For all elements of the PWS, the contractor shall organize, manage, present, and translate technical data and conclusions into clear, concise documentation and presentation aids that can be used to communicate OWOW information to the general public, as well as to Federal and state government agencies, the regulated community, stakeholder groups, non-profit organizations, and associated technical and management communities. Examples of information transfer to the public include public forums and hearings, videotaped public service announcements, hardcopy handouts, such as flyers, pamphlets, posters, booklets, and electronic documents and media such as web communications, and social media. Such materials shall be submitted to the EPA in draft for EPA review and recommendation, prior to final preparation. As directed in individual task orders, materials may be developed in both printed format (e.g., documents, posters, pamphlets) and electronically readable format (e.g., DVDs, flash memory drives, CDs, disks, Internet).

2.14.2 Technical Support. The contractor shall provide technical support services including, but not limited to:

1. Assess environmental improvement and degradation that has occurred as a result of cleanup activities at specific sites and groups of sites. Prepare reports summarizing environmental changes and outcomes;
2. Provide technical support, including layout and design support, for the preparation of documents and reports for use by the EPA HQ and the Regions, other Federal agencies, state government agencies, the regulated community, stakeholder groups, non-profit organizations, and the public on OWOW programs;
3. Provide technical support in the preparation of technical and management guidance for implementing the environmental legislation applicable to the OWOW programs;

4. Support development of technical guidance on methods for assessing toxic chemical impacts and toxicity in water and sediments;
5. Present testimony as an expert witness for the Agency on the technical areas discussed in this PWS (Such testimony shall occur within the constraints of all applicable laws and EPA policies governing conflicts of interest);
6. Prepare technical documentation and briefing packages, including text, graphics, and visual aids, to be used for briefings, hearings, etc. Such materials shall be submitted to the EPA in draft for EPA review and recommendation, prior to final preparation, and it shall be related to the OWOW programs, as included in this PWS;
7. Support the development and implementation of OWOW's technical assistance function by making available a wide range of technical expertise, including, but not limited to, capabilities such as:
 - Innovative tools and mechanisms for financing watershed protection efforts, especially for local governments;
 - Geospatial (Geographic Information System) analysis, application development and product and map generation, (electronic, web-accessible and hardcopy);
 - Performance-based monitoring;
 - Project management support;
 - Consensus building, issue facilitation and resolution, and organizational development;
 - Experience with nongovernmental organizations, particularly those related to regional and environmental planning
 - Graphic design, document design and layout, document editing, and production;
 - Web communication design, development, and maintenance; expertise in the EPA's content management systems and Section 508 of the Rehabilitation Act;
 - Aquatic and invasive nuisance species, pathogens, toxic pollutants, and nutrient pollution;
 - Habitat management and restoration;
 - Smart growth, sustainability, and climate change;
 - Environmental indicators, pathogens, toxic pollutants, cultural/social anthropology, smart growth development strategies;
 - Monitoring and finance workshops and other workshops as needed.

8. Provide technical and logistical support for the development, facilitation, and conduct of technical and management workshops, training, public briefings, and conferences related to the EPA's program responsibilities and objectives. Logistical support may include: procuring conference facilities and lodging for attendees; preparing and shipping technical materials for workshops; inviting speakers to make presentations; registering participants; compiling and distributing follow-up materials; arranging for audio-visual equipment; clerical preparation of EPA-developed workshop or meeting agendas, providing advance information to attendees; registration support; preparation of visual aids; preparation of case studies and interactive activities; identification, confirmation, and provision of logistical support for speakers and scientific or technical experts who directly contribute to the requirements of specific contract performance; evaluation of results and preparation of minutes and meeting notes, summary reports, and proceedings documents. With prior EPA approval of all materials, the contractor shall prepare and/or assemble appropriate instructional or information materials and make them available to attendees;
9. Provide technical writing and technical editing services for preparation of annual reports and other status reports required during environmental studies. The contractor shall prepare material as requested in task orders, for any combination of target audiences including technical, managerial, and the general public;
10. Evaluate and synthesize environmental monitoring data. Prepare reports summarizing environmental monitoring data;
11. Provide technical, programmatic and logistic support to assist the EPA in working in various partnerships including Federal, state and other stakeholders such as the Council of Environmental Quality (CEQ), National Ocean Policy and related regional governing organizations, Association of Clean Water Administrators (ACWA), US Global Change Research Program, Coastal America, Association of National Estuary Programs (ANEP), land trust organizations, the National Dredging Team, Regional Dredging Teams, and the Marine Transportation System and others;
12. Provide technical and logistical support for watershed volunteer monitoring efforts to aid the EPA in improving the capacity of volunteer monitoring;
13. Analyze cases where sound environmental management was applied and achieved good results. Cull and synopsize the reasons for the successful applications and assemble it into guidance and outreach presentations for interested parties, including EPA regions, Federal agencies, state and local environmental managers and technical staff, and the general public.

2.15 POLLUTION CONTROL AND IMPACT MIGATION

2.15.1 Background. The contractor shall provide technical support in evaluating the possible ways to reduce water pollution at its source, as well as economic, environmental impacts and other incentives to encourage minimizing pollution. The EPA TOCOR will review the information prepared by the contractor in draft form for technical soundness and adherence to Agency policy.

2.15.2 Technical Support. The contractor shall provide technical support services including, but not limited to:

1. Evaluate the various means by which environmental pollution can be reduced using various control approaches, such as Best Management Practices, available pollution control technologies, and source reduction techniques;
2. Evaluate the environmental impacts of various pollution management techniques, such as the use of fees, land acquisition, other economic tools, and land trusts and exchanges. Also evaluate zoning-related techniques, such as "sensitive area" protection, performance regulations, including performance bonds and building codes. Evaluate the relative effects of these techniques, and support OWOW's development of technical assistance documents for use by state and local managers and technical specialists;
3. Evaluate the effectiveness of coastal nonpoint source management measures in abating watershed impacts;
4. Provide technical and administrative support to evaluate pollution reduction and environmental enhancement actions using the watershed approach (e.g., National Estuary Program) for coastal and ocean resources;
5. Develop recommendations for enforceable actions that can be implemented by state and local governments to mitigate watershed impacts;
6. Identify and evaluate adaptation and mitigation actions in response to potential climate change impacts to ocean and coastal resources;
7. Perform cost/benefit analyses of the various pollution abatement and pollution source reduction techniques, and on other pollution management techniques such as best management practices. Evaluate the watershed value (both economic, non-economic, and aesthetic) in relation to the cost of abating watershed impacts.

2.16 TECHNICAL AND PROGRAMMATIC SUPPORT FOR REGULATION DEVELOPMENT, STRATEGIC PLANNING, PROGRAM DEVELOPMENT AND IMPLEMENTATION, FINANCE PLANNING AND PERFORMANCE MEASUREMENT

2.16.1 Technical Support. The contractor shall provide technical and programmatic support services under this PWS, including, but not limited to:

1. Provide support for strategic planning, program development and implementation, and performance measurement (i.e., the development of metrics and gathering/presentation of data reflecting progress toward internal program milestones and external environmental goals);
2. Evaluation and documentation of the economic impacts of various regulations and regulatory requirements;
3. Provide analysis and preparation of environmental impact statements, regulatory impact analyses, technical support documents, information collection requests for regulation and associated coastal, marine, and ocean protection and pollution documents and reports;

4. Provide and prepare technical documents in support of public hearings and meetings. The documents shall be technically sound and adhere to Agency policy;
5. Provide analysis and prepare draft white papers and other types of reports on topics such as, environmental-relating policy, legislative, regulatory, economic, and political issues and associated subject areas related to coastal, marine and ocean protection, watershed management, watershed restoration, and water quality impairment;
6. Facilitate and provide support for the OWOW programs, training, and presentations, such as for the National Estuary Program (NEP). With the NEP, training includes development/revision of Comprehensive Conservation and Management Plans, annual work plans, finance planning, and strategic planning;
7. Provide technical and administrative support to identify sustainable sources of long-term funding for stakeholder entities in the NEP, including finance strategy or plan development.

2.17 VESSEL DISCHARGE AND PORT POLLUTION TECHNICAL SUPPORT

2.17.1 Technical Support. The contractor shall provide technical and programmatic support services under this PWS, including, but not limited to:

1. Evaluate the effectiveness of technologies and management practices for the treatment of vessel discharges and other wastes, as necessary;
2. Evaluate the environmental impacts of blackwater, graywater, and other vessel discharges on marine, estuarine, and fresh water ecosystems, and compare these discharges and their impacts to regulatory requirements/guidelines/criteria;
3. Evaluate the chemical and biological components of discharges;
4. Evaluate the bioaccumulative and biomagnification of discharges on marine, estuarine, and fresh water ecosystems;
5. Monitor the discharge from discharging vessels;
6. When available, use EPA or other federal government vessels or other vessels to monitor discharges from other vessels;
7. Develop documents that characterize any aspect of work done to evaluate, analyze, or describe vessel discharges in terms of the effluent qualities and potential environmental effects of the discharges, assessment of attainment of regulatory criteria/guidelines, technical and economic analyses of treatment technologies, environmental impact statements related to the discharges, or public outreach documents;

8. Evaluate and document any other discharges that may be incidental to the normal operations of the vessel and assist in development of regulatory standards and criteria.

2.18 OCEAN AND COASTAL ACIDIFICATION TECHNICAL SUPPORT

2.18.1 Technical Support. The contractor shall provide technical and programmatic support services for ocean and coastal acidification activities and program including, but not limited to:

1. Provide support for strategic planning, program development and implementation, and performance measurement (i.e., the development of metrics and gathering/presentation of data reflecting progress toward internal program milestones and external environmental goals);
2. Evaluation and documentation of the social, environmental and economic impacts of ocean and coastal acidification.
3. Provide analysis and preparation of environmental impact statements, regulatory impact analyses, technical support documents, information collection requests for regulation and associated coastal, marine, and ocean protection and pollution documents and reports pertaining to ocean and coastal acidification;
4. Provide and prepare technical documents in support of public hearings and meetings. The documents shall be technically sound and adhere to Agency policy;
5. Provide analysis and prepare draft white papers and other types of reports on topics such as, environmental-relating policy, legislative, regulatory, economic, and political issues and associated subject areas related to ocean and coastal acidification.

2.19 CORAL REEF PROTECTION TECHNICAL SUPPORT

2.19.1 Technical Support. The contractor shall provide technical and programmatic support services for coral reef protection activities and program including, but not limited to:

1. Provide support for strategic planning, program development and implementation, and performance measurement (i.e., the development of metrics and gathering/presentation of data reflecting progress toward internal program milestones and external environmental goals);
2. Evaluation and documentation of the social, environmental, and economic impacts of coral reef protection;
3. Provide analysis and preparation of environmental impact statements, regulatory impact analyses, technical support documents, information collection requests for regulation and associated coastal, marine, and ocean protection and pollution documents and reports pertaining to coral reef protection;
4. Provide and prepare technical documents in support of public hearings and meetings. The documents shall be technically sound and adhere to Agency policy;

5. Provide analysis and prepare draft white papers and other types of reports on topics such as, environmental-relating policy, legislative, regulatory, economic, and political issues and associated subject areas related to coral reef protection.

3.0 SPECIAL CONDITIONS

3.0.1 The contractor shall supply all necessary labor, materials, equipment, and facilities in technical support of the program areas described in this PWS, and as described in written TOs issued by the CO.

3.0.1 The Contractor may not independently print, release, publish, or submit for publication in an independent source (such as a scientific journal or symposium proceedings), any information, data, print material, or analyses generated under this contract, unless the EPA TOCOR has agreed, in writing, with a request from the contractor to the release of the information.

3.0.2 The contractor shall be prepared to perform work under multiple task orders concurrently.

3.0.3. For treatment of data, see: “Deliverables”, Section 4.0.

3.0.4 For QA/QC, see Section 2.7, “**Quality Assurance/Quality Control (QA/QC) Requirements**”.

3.0.5 The contractor staff will be required to identify themselves as contractors whenever their EPA work brings them in contact with the public (such as when they are providing technical information or conducting training and conferences). Contractor staff must always wear contractor ID badges when interacting with the public.

3.0.5 When serving in either a technical or logistical support role at conferences and workshops, contractor staff shall only attend sessions that are relevant to their role in support of the proceedings. When the contractor is to conduct training, the EPA will review and approve all materials and courses before presentation, ensuring the training material is factually accurate and clear in its presentation of the EPA’s views, policies, and regulations.

3.0.6 Timeliness of Progress Reports

The contractor shall submit progress reports to the TOCOR concurrent with its invoicing schedule. Progress reports must reflect contractor activity for the same time frame as the invoice furnished by the contractor for review by the EPA and consideration for payment.

3.1 Compliance with information technology requirements

3.1.1 All work performed under this contract shall adhere to the clause EPAAR 1552.211-79 “Compliance with EPA Policies for Information Resources Management”, which requires adherence to all applicable Agency directives for performance of any IRM-related work.

3.1.2 All work performed by the contractor shall be in compliance with pertinent Federal and EPA information processing and telecommunications standards and procedural guidelines. The contractor shall further be expected to comply with the Federal Information Processing and Standards (FIPS), published by the National Institute for Standards and Technology (NIST). The contractor shall also comply with the

EPA's technical and operational standards as issued by the EPA's technology services organizations. The contractor shall observe the policies, procedures, and formats described at the sources in Attachment B, Table Two: "Directives for Performance of IRM-Related Work".

- 3.1.3** The contract may, upon authorization of the CO and the Office of Water's Information Management Official (IMO), include the development of information technology products such as on-line tools or mobile applications. All technology products must be conducted in adherence to Agency policy and procedures. All development, if approved by the CO and IMO, must be deployed to the EPA on systems that have an approved "Authority to Operate" (ATO) in accordance with the Federal Information Security Management Act. (FISMA).
- 3.1.4** In the event the Office of Water Project Management Office (PMO) or the EPA's Office of Environment Information (OEI) does not have a current, readily accessible contract, the EPA may, upon authorization of the CO and the Office of Water's IMO, require development of systems, databases, models, and tools in support of all of the programs described herein.

3.2 IRM Policies, Standards and Procedures

All work performed by the contractors shall be in compliance with the 2100 Series (2100-2184) of the Agency's Directive System, which contains the majority of the Agency's IRM policies, standards and procedures. See:

"MANAGEMENT SUPPORT & ANALYSIS OF RECORDS MANAGEMENT POLICY, PROCEDURES & GUIDANCE DOCUMENTS" and "**2100 Information Resources Management Policy Manual**".
Appendix B.

3.3 Registry of Environmental Applications and Data (READ) (https://iaspub.epa.gov/sor_internet/registry/systmreg/home/overview/home.do)

A contractor developing or enhancing an information resource shall first conduct a thorough search of existing information resources, through means such as READ, to ensure development/enhancement of information resources does not duplicate existing information resources. If potential duplication is determined, the contractor shall consult with the EPA TOCOR to ensure that existing information resources are optimally utilized in conjunction with the information resource being developed/enhanced by the contractor. For any development/enhancement of information resources, the contractor shall work with the EPA on inserting/updating the resource description information in READ.

3.4 Data Standards and Environmental Data Registry (EDR) (http://iaspub.epa.gov/sor_internet/registry/sysofreg/home/overview/home.do)

Any development or enhancement of information resources, as well as any data products flowing to or from EPA information resources, must adhere to the data standards detailed in the Environmental Data Registry (EDR). The term "information resources" shall be interpreted to include: systems, databases, models, or web applications that utilize information contained in, or obtained from, existing EPA information systems or databases.

3.5 Monitoring information in Water Quality Exchange/STORET and in follow-on data systems (<http://www.epa.gov/storet/>)

Any ambient water quality, chemical, physical, biological, sediment, tissue, and ecological monitoring data collected as part of any contract, grant, or cooperative agreement activities must be entered via the WQX data exchange into STORET or its follow-on data systems and be made available to the EPA in a compatible format. The contractor shall use its own company name as the entity for data collected by the contractor when entering its data. The contractor shall report quality control of the data upload to the EPA.

3.6 National Hydrography Dataset (NHD) Indexing (<http://www.epa.gov/waters/>)

Data related to OW programs that is required to meet the EPA Latitude/Longitude Standard shall also be indexed to the NHD, using EPA OW standard formats available on the Watershed Assessment, Tracking & Environmental Results (WATERS) website. Exceptions include groundwater data and data related to points greater than two miles from the United States coastline. The WATERS website describes the EPA tools and training that are available for NHD indexing.

3.7 Web Standards

All software (including web pages) development shall be done in consultation with the TOCOR according to functional requirements and design found in the following documents. All work performed by the contractor must also adhere to the government policies, procedures, and guidance in the following manuals:

EPA Standard Operating Procedures for the Development and Review of Publications: Printed, Web, and Other Media and EPA Web Guide found in Appendix C.

EPA Section 508 Accessibility Guide: <http://www.epa.gov/accessibility/> ;

Guide for Developing Usable and Useful Web Sites (Usability Guidelines): <http://www.usability.gov/> ;

EPA Information Resources Management (IRM) Policy:

All policies/guides/manuals shall be made available to the contractor through the EPA CO or the TOCOR at the time the Request for Proposal is submitted for competed task orders. Contractors should be familiar with all requirements prior to commencement of work.

4.0 Deliverables

All deliverables developed under this contract must be furnished to the TOCOR in electronic formats that are supported by the EPA (i.e., PDF) and that can be edited by the EPA (i.e., MS Word, Excel). GIS data must be in ArcGIS format. All ambient water quality data collected per the PWS of any task order awarded under this contract must be entered by the contractor into STORET or its follow-on data systems. The contractor will ensure costs for these requirements are included in the cost and technical proposals furnished in response to each solicitation for a task order under this contract.

4.1 General requirements for task order deliverables which contain “data”. The contractor shall furnish all data (e.g., GIS, monitoring, modeling inputs/outputs, etc.) to the TOCOR upon completion

and acceptance by the TOCOR of final deliverables for each task order. The data must be accompanied by an inventory list describing the data in the contractor's submittal.

- 4.2 Metadata Requirements for GIS deliverables.** Metadata must be developed for all project-generated GIS deliverables and must accompany the GIS deliverables. The contractor must ensure all metadata is compliant with the "Content Standard for Digital Geospatial Metadata" approved by the Federal Geographic Data Committee (FGDC). Metadata compliance can be checked using the following tool: <http://geo-nsdi.er.usgs.gov/validation/>.
- 4.3 PDF Requirements.** All PDF files furnished by the contractor to the TOCOR must be prepared according to the following standards:
- 4.3.1. Adobe page numbers.** Adobe Page Numbers must reflect actual document page numbers. The contractor will prepare PDF files to include "i, ii, iii", and chapter/subsection re-numbering.
- 4.3.2 Bookmarks.** Bookmarks should be used in long documents with multiple sections.
- 4.3.3 Table of Contents.** Table of Contents entries must be jump-linked to the correct location in the document.
- 4.3.4 Initial View.** The initial view must display Bookmarks, Panel, and Page (unless the document is short and has no bookmarks) and Document Title (rather than file name).
- 4.3.5 Metadata.** All appropriate metadata must be entered in the document properties, which will be furnished by the EPA TOCOR on a case-by-case basis. This will include:
- 4.3.5.1 Document Title;
 - 4.3.5.2 Author;
 - 4.3.5.3 Subject (e.g. "Total Maximum Daily Loads", "NPS", etc.); and
 - 4.3.5.4 Keywords.

For deliverables other than GIS-related products which contain metadata (see Section 4.2, "**Metadata Requirements for GIS deliverables**"), the contractor must ensure all metadata is compliant with the "Content Standard for Digital Geospatial Metadata" approved by the Federal Geographic Data Committee (FGDC). Metadata compliance can be checked using the following tool: <http://geo-nsdi.er.usgs.gov/validation/>.

4.4 Fast Web View. The document must be created/saved for Fast Web View.

4.5 Compliance with Section 508 of the Rehabilitation Act of 1973 (as amended).

It is the contractor's responsibility to ensure all PDF files furnished for task order deliverables in this contract will conform to accessibility requirements contained in Section 508 of the Rehabilitation Act. This requirement will apply to both draft and final deliverables. The EPA is providing the following references for general guidance on 508 compliance, and on ensuring PDF documents meet accessibility requirements for Section 508:

US Govt. Access Board site for Section 508 standards:

www.access-board.gov

General Services Administration (GSA) site for Section 508:

<http://www.section508.gov/>

Social Security Administration guidance for creating accessible PDFs and documents in MS Word (this URL includes guidance for converting documents in MS Word to PDFs):

<https://cio.gov/creating-accessible-pdf-documents/>

EPA's Information Pages on Section 508:

<http://www.epa.gov/accessibility>

<http://www.epa.gov/accessibility/what-section-508>

4.6 Water Quality Exchange/STORET. All laboratory analyses performed for individual task orders issued under this contract shall be mapped to the WQX schema and uploaded into **STORET** and the Water Data Portal by the contractor (see Section 3.5, “**Monitoring Information in STORET and follow-on data systems**”). The contractor is referred to the WQX format to upload data to **STORET** until more current methods become available: <http://www.epa.gov/storet/wqx/index.html>.

4.7 Review of draft deliverables. The contractor shall furnish each deliverable to the EPA TOCOR in draft form for review and comment. Before furnishing any deliverable in draft form to the EPA, the contractor shall implement procedures to ensure the draft deliverable(s):

- (1) contain complete documentation of the methodologies used for all aspects of the work described in each deliverable;
- (2) utilize assumptions and data which are appropriate to the work described in each deliverable;
- (3) are accurate and complete; and
- (4) are “as specified” in the task order PWS, or in other written technical direction that has been furnished by the TOCOR.

Upon receipt of the draft deliverables, the EPA TOCOR will furnish written review comments back to the contractor on the content, formatting, and other aspects of each draft deliverable, and the contractor shall incorporate these into a revised draft deliverable.

All drafts and final deliverables shall be reviewed and accepted in writing by the EPA TOCOR.

Contractors should anticipate only receiving requests for technical support in task orders related to the scope of requested services in the PWS of this contract from EPA TOCORs. It will be the responsibility of the EPA TOCOR to make preliminary or final determinations that the content in the deliverables meet the program objectives or adhere to EPA regulations or policies, including those policies that are under development.

4.8 Modifying or revising deliverables.

The contractor shall anticipate that the work product of any federally-funded agreement, including deliverables from task orders issued under this contract, will be reviewed by the EPA for scientific validity,

and they may be used as a tool or reference for other projects or other activities. The contractor shall also anticipate that deliverables from task orders issued under this contract may also be utilized by the EPA to answer questions received during public notice of other EPA-related actions. Therefore, all data, sampling, analysis, research, reference materials, geo-spatial layers, coding, and modeling that is performed, utilized, or produced by the contractor for task orders issued under this contract shall be furnished to the EPA in a manner that allows the EPA to modify or revise the information in deliverables according to public comments, once the final deliverables have been accepted by EPA.

4.9 Document and records management.

The contractor shall support EPA efforts to meet the current requirements of the Federal Document and Records Management Policy. The contractor shall also anticipate receiving requests from EPA TOCORs to support EPA efforts to meet, interpret, or plan for implementation of any new policies, directives, or guidance issued for Federal Document and Records Management during the period of performance of this contract.

The kinds of contractor support which may be required in individual task orders issued under this contract include:

- (1) support for the preparation of records in the project files of individual task orders issued under this contract; and,
- (2) support for the preparation of archival copies of draft and final deliverables in individual task orders issued under this contract.

The contractor shall also anticipate receiving requests to meet Federal Document and Records Management Policy requirements for contract-level project reports furnished by the contractor to the EPA Office of Acquisition Management (OAM) to meet contract-level requirements.

The contractor is provided the following references for guidance:

Attachment (C): Office of Water Records Management Program background information from an internal agency website: <http://intranet.epa.gov/ow/records>

EPA Records Management Policy:
<https://www.epa.gov/sites/production/files/2015-03/documents/cio-2155.3.pdf>

EPA Records Schedule 258 “**Final Deliverables and Reports**” (all programs/agency-wide):

4.10 Supporting documentation and information for deliverables.

The contractor shall provide to the EPA TOCOR all supporting documentation and supporting information for each draft deliverable at the time the draft deliverable is made available to the EPA TOCOR for review and acceptance. The term “supporting documentation and supporting information” shall include: (1) the electronic modeling files; and (2) detailed written explanations of all steps and decisions taken by the contractor in the preparation of the draft deliverable. This shall be done for each deliverable unless the EPA TOCOR issues a specific written technical direction to ignore this requirement. Supporting documentation

and supporting information shall be submitted in such a manner that no proprietary software will be needed by the EPA to read, interpret, replicate, or model any resulting work product, unless otherwise noted in the task order PWS or in a written technical direction from the EPA TOCOR.

The EPA expects this requirement for supporting documentation and information for deliverables will ensure anyone with the appropriate skill level can use the information in deliverables from task orders issued under this contract to check or duplicate the work for calibration, replication, and/or verification. It will be the responsibility of the contractor to ensure any elements essential to successfully replicate any analysis or modeling in the draft deliverable shall be furnished to the EPA TOCOR in a commonly-used format that the EPA is able to support. All water quality-specific data gathered or generated for task orders issued under this contract shall be exported, by the contractor, into the EPA's Water Quality Exchange database (see Section 3.5, "**Monitoring information in STORET and in follow-on data systems**") and this shall be considered part of the interpretation of the requirement that the contractor provide all supporting documentation.

At the end of the Period of Performance of any task order issued under this contract, the contractor shall ensure that all additional supporting information and documentation requested in writing by the EPA TOCOR during review of any draft deliverable is furnished in a timely manner to the EPA TOCOR and to the CO. All supporting documentation will be indexed in accordance with current requirements of the Federal Document and Records Management Policy (see Section 4.9, "Document and records management"), as well as in accordance with any new policies, directives, or guidance issued for Federal Document and Records Management during the period of performance of this contract.

4.12 Deliverables in electronic and paper form. Unless the contractor receives written technical direction from the EPA TOCOR or from the CO to the contrary, the contractor shall assume all draft and final deliverables for all task orders issued under this contract shall include one electronic and two paper copies formatted as follows:

4.12.1 Electronic submissions. Electronic submissions of draft and final deliverables shall be furnished in the following manner:

- (a) electronic Microsoft Word© for all written reports, summaries, or documents containing written evaluations and analyses;
- (b) Microsoft Excel© format for all spreadsheets, raw data, coding and modeling work (including all model runs with essential data to replicate model runs);
- (c) Microsoft Access© format for all databases and for other data as described in written technical direction from the EPA TOCOR;
- (d) electronic submissions shall be on Compact Disk (CD), Digital Versatile Disc (DVD), or USB drive;
- (e) the contractor may utilize a File Transfer Protocol (FTP), but only if the EPA TOCOR furnishes prior written technical direction to do so;
- (f) each electronic file (or document) and all of the sections, text, graphs, charts, or figures in draft and final deliverables shall be unlocked, open, and editable, so that the EPA TOCOR may make further changes once electronic files containing draft and final deliverables are accepted from the contractor.

4.12.2 Paper submissions. The paper copies shall be furnished in the following manner:

- (a) two (2) separate and identical copies of all deliverables must be furnished;

- (b) each copy shall include all of the products due as of the date specified in the task order PWS or in written technical direction received previously from the EPA TOCOR;
- (c) each copy shall be furnished in one or more bound volumes, as appropriate, with a title page, an executive summary describing the purpose and content, and an index, located inside the front cover of each bound volume, along with electronic copies enclosed in envelopes (or in some other manner acceptable to the EPA TOCOR) and bound in the respective volume;
- (d) although PDF versions of the deliverables may be requested by the EPA TOCOR, no draft or final deliverable shall solely contain mere paper print outs of PDF files. All Final Deliverables shall contain paper copies that are editable and in MS Word per Section 4.12.1. Neither electronic nor paper versions of PDF files versions will be acceptable as the SOLE Final Deliverable of any work product.

- Attachment A: List of Analytes**
- Attachment B: Directives for Performance of IRM-related work**
- Attachment C: Office of Water Records Management background information from an internal agency website (referenced in Section 4.9)**

ATTACHMENT A

TABLE ONE : List of Analytes measured in NCCA 2010

Chemicals to be measured in sediments and tissue for 2010 Coastal Survey (PAH Sediment Only)

Compound Name		
Polynuclear Aromatic Hydrocarbons (PAHs)		PCB No. 21 PCB Congeners
Acenaphthene		
Anthracene	8	2,4'-dichlorobiphenyl
Benz(a)anthracene	18	2,2',5'-trichlorobiphenyl
Benzo(a)pyrene	28	2,4,4'-trichlorobiphenyl
Biphenyl	44	2,2',3,5'-tetrachlorobiphenyl
Chrysene	52	2,2',5,5'-tetrachlorobiphenyl
Dibenz(a,h)anthracene	66	2,3',4,4'-tetrachlorobiphenyl
Dibenzothiophene	101	2,2',4,5,5'-pentachlorobiphenyl
2,6-dimethylnaphthalene	105	2,3,3',4,4'-pentachlorobiphenyl
Fluoranthene	110/77	2,3,3',4',6-pentachlorobiphenyl
Fluorene	3,3'	4,4'-tetrachlorobiphenyl
2-methylnaphthalene	118	2,3',4,4',5-pentachlorobiphenyl
1-methylnaphthalene	126	3,3',4,4',5-pentachlorobiphenyl
1-methylphenanthrene	128	2,2',3,3',4,4'-hexachlorobiphenyl
2,6-dimethylnaphthalene	138	2,2',3,4,4',5'-hexachlorobiphenyl
Naphthalene	153	2,2',4,4',5,5'-hexachlorobiphenyl
Pyrene	170	2,2',3,3',4,4',5-heptachlorobiphenyl
Benzo(b)fluoranthene	180	2,2',3,4,4',5,5'-heptachlorobiphenyl
Acenaphthylene	187	2,2',3,4',5,5',6-heptachlorobiphenyl
Benzo(k)fluoranthene	195	2,2',3,3',4,4',5,6-octachlorobiphenyl
Benzo(g,h,i)perylene	206	2,2',3,3',4,4',5,5',6-nonachlorobiphenyl
Indeno(1,2,3-c,d)pyrene	209	2,2',3,3',4,4',5,5',6,6'-decachlorobiphenyl
2,3,5-trimethylnaphthalene		
DDT and its metabolites		Chlorinated pesticides other than DDT
2,4'-DDD		Aldrin
4,4'-DDD		Alpha-Chlordane
2,4'-DDE		Dieldrin
4,4'-DDE		Endosulfan I
2,4'-DDT		Endosulfan II
4,4'-DDT		Endosulfan sulfate
Elements		Endrin
Aluminum		Heptachlor
Antimony (sediment, only)		Heptachlor epoxide
Arsenic		Hexachlorobenzene
Cadmium		Lindane (gamma-BHC)
Chromium		Mirex
Copper		Trans-Nonachlor
Iron		
Lead		
Manganese (sediment, only)		
Mercury		
Nickel		
Selenium		
Tin		
Zinc		

ATTACHMENT B: TABLE TWO

“DIRECTIVES FOR PERFORMANCE OF IRM-RELATED WORK”

Federal Policies and Regulations	
Computer Security Act of 1987	http://csrc.nist.gov/groups/SMA/ispab/documents/csa_87.txt
The Privacy Act of 1974 Section 552a	http://www.justice.gov/opcl/privstat.htm
The Rehabilitation Act Section 508	https://www.section508.gov/content/learn/laws-and-policies
Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR part 1194)	http://www.access-board.gov/sec508/508standards.pdf
The Fair Labor Standards Act of 1938 as amended, and any applicable Executive Orders	http://www.dol.gov/whd/regs/statutes/FairLaborStandAct.pdf
U.S. Office of Management and Budget (OMB) Circular A-4, Risk Analysis	http://www.whitehouse.gov/omb/circulars_a004_a-4/
OMB Circular A-11, Financial Reporting and Performance	http://www.whitehouse.gov/omb/circulars_a11_current_year_a11_toc
OMB Circular A-76, Personnel Issues	http://www.whitehouse.gov/omb/circulars_a076_a76_incl_tech_correction
OMB Circular A119, Consensus Standards	http://www.whitehouse.gov/omb/circulars/a119/a119.html
OMB Circular A-123, Internal Control Management	http://www.whitehouse.gov/omb/circulars_a123_rev
OMB Circular A-130, Information Resource Management	http://www.whitehouse.gov/omb/circulars_a130_a130trans4
OMB Circular A-131, Value Engineering	http://www.whitehouse.gov/omb/circulars_a131/
OMB Memorandum M-08-27, Guidance for TIC compliance	http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2008/m08-27.pdf
OMB Memorandum M-08-22, Guidance on implementing FDCC	http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2008/m08-22.pdf
OMB Memorandum M-07-24, Updated principles for Risk Analysis	http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2007/m07-24.pdf
OMB Memorandum M-07-11, Implementation of Commonly Accepted Security Configurations for Windows Operating Systems	http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2007/m07-11.pdf
OMB Guidelines for Ensuring and Maximizing the Quality, Objectivity, Utility, and Integrity of Information Disseminated by Federal Agencies	http://www.whitehouse.gov/omb/fedreg_final_information_quality_guidelines
Federal Information Security Management Act (FISMA)	http://csrc.nist.gov/drivers/documents/FISMA-final.pdf
U.S. Department of Commerce, National Institute of Standards and Technology (NIST) Special Publication (SP) 800-34	http://csrc.nist.gov/publications/nistpubs/800-34-rev1/sp800-34-rev1_errata-Nov11-2010.pdf
NIST SP 800-53, Rev. 4	http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf
Federal Continuity Directive 1	

	https://www.fema.gov/media-library/assets/documents/86284
Electronic Signatures in Global and National Commerce Act (ESIGN)	https://www.gpo.gov/fdsys/pkg/PLAW-106publ229/html/PLAW-106publ229.htm https://www.whitehouse.gov/sites/default/files/omb/memoranda/esign-guidance.pdf
Federal Information Processing Standards (FIPS)	https://www.nist.gov/itl/popular-links/federal-information-processing-standards-fips
Federal Information Security Management Act (FISMA)	http://csrc.nist.gov/drivers/documents/FISMA-final.pdf http://csrc.nist.gov/groups/SMA/fisma/index.html
Government Paperwork Elimination Act (GPEA)	https://www.gpo.gov/fdsys/pkg/PLAW-105publ277/html/PLAW-105publ277.htm
Information Technology Management Reform Act (Clinger Cohen Act of 1996)	https://www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleIII.pdf
OMB Memorandum 97-16 Information Technology Architectures	
PDD-63 White Paper	http://fas.org/irp/offdocs/paper598.htm
Presidential Decision Directive - PDD-62	http://fas.org/irp/offdocs/pdd-62.htm
Presidential Decision Directive - PDD-67	http://fas.org/irp/offdocs/pdd/pdd-67.htm
FIPS Publications	http://csrc.nist.gov/publications/PubsFIPS.html
Section 508 Compliance	https://www.section508.gov/content/learn
NARA Electronic Records Management (ERM) Guidance	http://www.archives.gov/records-mgmt/initiatives/erm-guidance.html
Homeland Security Presidential Directive (HSPD) 12	https://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2005/m05-24.pdf

EPA Policy and Procedures	
EPA Data Standards	https://www.epa.gov/data-standards
Information Management & Information Technology Policies that apply to Contractor's performing work through an EPA issued Contract	https://www.epa.gov/irmpoli8/current-information-directives
EPA Web Guide	https://www.epa.gov/webguide
IRM Policy Manual	https://www.epa.gov/irmpoli8/current-information-directives

Attachment C

EPA Office of Water - Records Management background information. From an internal agency website (referenced in Section 4.9 of the PWS)

- 1. “Basic requirements of an electronic Recordkeeping System at EPA” - Four (4) pages**
- 2. Office of Water Records Management Program - Nine (09) Pages**
- 3. “Understanding the Basics” (Power Point) - Forty (40) Pages**
- 4. “Records Destruction Form with Instructions – Ten (10) Pages**

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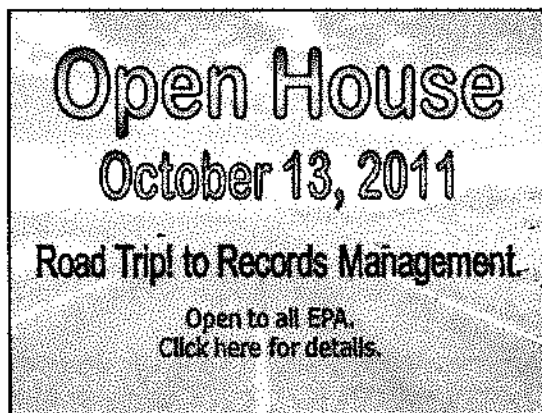
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Office of Water Records Management Program

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 - [OF 11 Reference Request -- Federal Records Centers](#)
- [Destroying Records](#)



Welcome

Welcome to the home page for the Office of Water's Records Management Program. This page provides information, resources, and tools to assist Office of Water personnel in complying with EPA policy and federal government regulations for managing records.

The Office of Water's Records Management Program home page debuted May 2006. Further developments are underway. Please watch for updates.

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Management Support

The Office of Water is fortunate to have top management support for records management.

In February 2005, Deputy Assistant Administrator (DAA) Michael H. Shapiro established the Records Management Program through a directive to Office Directors.

Read the [Deputy Assistant Administrator's Directive](#) in PDF format
(2 pages, 104 KB [About PDF](#))

In April 2008, DAA Shapiro issued a memorandum to all Office of Water personnel emphasizing that proper records management directly supports the integrity of the Office of Water's mission to provide clean and safe water, and protect human health and the environment.

Read the [Deputy Assistant Administrator's Memorandum](#) in PDF format
(2 pages, 142 KB [About PDF](#))

In May 2008, the Office of Wetlands, Oceans and Watersheds (OWOW) received the Deputy Assistant Administrator's Mid-Year Review Award for best progress in implementing the Office of Water Records Management Program's strategic plan. OWOW's success was achieved through the synergy of support from all levels of program office, division, and branch managers; leadership from Records Management Contacts; and cooperation and commitment from staff.

View the [photographs](#) of the Mid-Year Review Award presentation
(Last updated May 16, 2008) (PowerPoint, 10 slides, 13,749 KB)

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Records Liaison Officer

The Records Liaison Officer (RLO) serves as the Office of Water's point of contact for the Agency Records Officer. The RLO's responsibilities involve all aspects of a records management program, including: procedures, evaluations, records schedules, file plans, disposition activities, briefings and training, vital records, and information security. The RLO coordinates these activities with the Office of Water's Records Management Contacts, Continuity of Operations Coordinator, and Information Security Officer.

You can read more about the records management responsibilities of the RLO, as well as all EPA personnel, in the EPA Records Management Policy.

Read the [Records Management Policy](#)
(Approved June 28, 2013)

In January 2012, the Office of Water welcomed a new Records Liaison Officer, [Miriam G. Wiggins-Lewis](#). In an email to Office of Water personnel, Miriam expressed her enthusiasm for the Records Management Program and asked everyone to "rededicate your commitment to records management."

Read the [email from Miriam G. Wiggins-Lewis](#)
(Sent February 9, 2012)

The Office of Water's previous Records Liaison Officer, Nancy New, served from 2004 until January 2012. Nancy had received the National Archives and Records Administration's (NARA) [Certification of Federal Records Management Training](#). As one of the first RLOs in the Agency to achieve this goal, she successfully completed the coursework for NARA's core Knowledge Areas and passed the five Certification examinations in 2006. In 2007, the Agency's Document and Records Management Workgroup, chaired by the Office of Environmental Information, recommended that all RLOs receive the NARA Certification by the end of fiscal year 2008.

Nancy New, was awarded First Place for 2006 Best Practices in EPA Records Management at the EPA Records Workshop in Washington, D.C.

See the [Office of Environmental Information Announcement](#)

Nancy valued the support she received from the Deputy Assistant Administrator.

View the [photograph](#) of Michael Shapiro congratulating Nancy New

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Records Management Contacts

The Office of Water is proud to have an active network of Records Management Contacts who promote, coordinate, and serve as experts on the Records Management Programs in their program offices, divisions, and branches. These Contacts are crucial to the strength of the Office of Water Records Management Program. They are your first sources for answers to your records management questions.

You can find your Records Management Contact in this directory.

Browse the [Directory of Office of Water Records Management Contacts](#)

Sometimes Records Management Contacts are asked by their program offices to provide guidance on managing recorded information with which they are not already familiar. In those situations, the Contacts turn to The Records Management Contact's Cheat Sheet for directions on interviewing records custodians, conducting research, and documenting the results.

Download [The Records Management Contact's Cheat Sheet](#)
(Last updated August 22, 2013)

Office of Water Program Office Lead and Division Lead Records Management Contacts toured the National Archives and Records Administration in July 2007. They saw original federal records dating from the 1700s and experienced the impact of records on the history of our nation and its individual people. After a tour of the Public Vaults [exhibits](#), led by National Archives docent Virginia Ingram, the group posed in front of a wall-sized illustration of the "Life Cycle of Records."

View the [photographs](#) from the National Archives tour
(Last updated April 18, 2012)

Records Management Contacts hosted an educational session in January 2007 to promote understanding and practice of electronic records management. Rita Cacas of the National Archives and Records Administration presented an overview of the National Archives' Electronic Records Archives Program. Ms. Cacas emphasized that properly managing all electronic records today will help ensure that records with permanent historical value can be found and used by generations in the future.

View the [photographs](#) from the Electronic Records Archives educational session
(Last updated January 24, 2007) (PowerPoint, 4 slides, 1,862 KB)

See the [speaker's slides](#)

(Last updated January 24, 2007) (PowerPoint, 14 slides, 1,186 KB)

Records Management Contacts Janice Poole and Edna Silver conducted records management training for the American Indian Environmental Office (AIEO), formerly an Office of Water program office, during July 2006. With colorful patriotic decorations, refreshments, and big smiles, they demonstrated that we can manage our federal records and have fun at the same time.

View the [photographs](#) from AIEO's records management training
(Last updated July 18, 2006) (PowerPoint, 3 slides, 9,697 KB)

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File Plan Tools and Training

File Plan

A file plan documents the kinds of recorded information we have, how that information is organized and maintained, and what its final disposition is. A file plan has two parts: policies and procedures documentation, and a file structure.

Policies and Procedures

Many of the Office of Water's records management policies and procedures are presented on this home page through the Deputy Assistant Administrator's Directive, and instructions for surveying, labeling, closing, retiring, and retaining records.

Here is a short summary of five key steps to take to manage your records. The summary also helps you decide which working papers and drafts are **not** records. When you print this "records cheat sheet" two-sided and cut along the dotted lines, you will have a handy five-by-seven inch desk or pocket reference.

Download the [records cheat sheet](#)
(Last updated May 23, 2007)

In response to questions about managing records related to the Water Docket, the Office of Water Records Liaison Officer worked with the EPA Docket Center to prepare answers to Frequently Asked Questions (FAQ) about Docket Records.

Read the [FAQ about Docket Records](#)
(Last updated July 17, 2008)

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File Structure

Each person in the Office of Water (OW) is required to have an individual file structure for each position held in an OW program office or the OW Immediate Office.

To develop their file structures, Office of Water personnel use a questionnaire tool called a file survey. The survey matches files to their corresponding descriptions, or "items," in

EPA's records schedules. Records schedules are EPA policy documents with instructions for managing all recorded information. The records schedule items form the basis of the file structure.

Individual file structures are compiled to create organization file structures. All of OW's individual and organization file structures are maintained in Excel format in the OW file structure spreadsheet. After clicking on the worksheet tab for your office, you can navigate through the spreadsheet by using "+" and "-" symbols to expand and collapse columns, and drop-down arrows at the top of each column to select file structures.

For technical support in using the OW file structure spreadsheet, and the file survey form described below, contact Anne Jhoon-Yen at jhoon-yen.anne@epa.gov or (202) 564-1031.

Open the file structure spreadsheet for:

[OW / Immediate Office](#)

[OW / Office of Ground Water and Drinking Water](#)

[OW / Office of Science and Technology](#)

[OW / Office of Wastewater Management](#)

[OW / Office of Wetlands, Oceans and Watersheds](#)

One of the principles of the Office of Water's Records Management Program is: "File plan maintenance is an ongoing activity." In keeping with that principle, the Office of Water's file structure is continuing to develop. Hyperlinks to the full text of EPA records schedules and to printable [disposition labels](#) for records schedule items have been inserted in the spreadsheet. The file structure spreadsheet is updated as records schedules change and file structures for the Office of Water's program offices, divisions, and branches are revised.

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Disposition Labels

Disposition labels are tools to help manage all recorded information according to records schedule requirements. The labels correspond to records schedule items on the Office of Water file structure. They provide identifiers, such as record schedule title and number, and disposition instructions. Disposition instructions tell you when to close files and what to do with the files after they are closed.

In the Disposition Labels Guidance below, you will learn about:

- Finding the Labels
- Looking at the Labels
- Printing the Labels
- Putting the Labels on Folders
- Using the Labels to Close Files
- Using the Labels to Calculate Disposition Dates
- Using the Labels to Take Final Disposition Action
- Using Information in the Labels to Manage Electronic Files
- Using the Labels for Quality Control

- Links to Resources

Read the [Disposition Labels Guidance](#)
(Last updated September 8, 2009)

After reading the Disposition Labels Guidance and becoming familiar with applying disposition labels, you may use this interactive disposition date calculator to calculate the Retire Date and the Final Disposition Date from the formulas on your disposition label.

Go to the [Disposition Date Calculator](#)
(Last updated September 25, 2008)

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Training

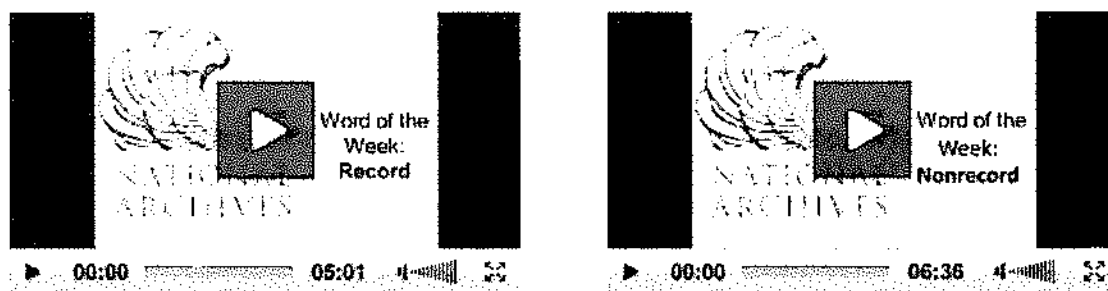
Office of Water Records Management Contacts conduct classroom training for all Office of Water personnel. The training course includes an introduction to federal records management and step-by-step instructions for completing the file survey. The training course is available here in a PowerPoint file for your convenience in reviewing it before or after your classroom training.

Open the [Training Course](#) file (Last updated May 1, 2015)

You can supplement your training by viewing these National Archives and Records Administration videos. The videos illustrate that records of business conducted by the United States federal government are valuable evidence of the rights of American citizens, the actions of federal officials, and the national experience.

Preview the [video](#) "Building the Archives of the Future"
(Windows Media Player, 1 minute 34 seconds, 18.5 MB)

To play the "Record" and "Nonrecord" videos below, click on the Start icon, then click on the Full Screen icon in the lower right corner.



Download a [transcript of the "Record" video](#)

Download a [transcript of the "Nonrecord" video](#)

Additional training for managing federal records is available through the National Archives and Records Administration (NARA). NARA's [Records Management Nationwide Training](#) Web page links to information on classroom training, on-line training, presentations, and the September 25, 2012 Records Administration Conference ([RACO 2012](#)). Follow the links from the

nationwide training page to browse available classes and enroll.

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File Survey Form

The file survey form can be customized for each Office of Water program office and the Immediate Office. Follow the instructions in the form to select your organization at the program office level, division level, or branch level.

Download the [File Survey form](#)

Individual file structures should be reviewed at least once a year and kept up to date by adding or deleting records schedule items as needed. In addition, file structures must be updated when job responsibilities change.

- If you make a permanent move from one office to another within the same OW program office or from one office to another within the OW Immediate Office, your individual file structure will move with you. You should update your individual file structure to reflect changes in your job responsibilities that impact the kinds of files for which you are the custodian. (Use the individual file structure update form.)
- If you move to an OW office that is outside your previous OW program office or OW Immediate Office, or if you go on detail anywhere within OW, you must complete a new file survey for your new position. (Use the file survey form.)
- If you inherit files left behind by someone who has moved or departed OW, and if your inherited files are different from the kinds of files already in your custody, you should update your individual file structure to add records schedule items for your new files. (Use the individual file structure update form.)

To add or delete records schedule items on your individual file structure, complete the individual file structure update form and submit it to your Records Management Contact.

Download the [Individual File Structure Update form](#)
(Last updated August 15, 2013)

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Retiring Records

One of the goals of a records management program is to control the growth of materials taking up valuable office space. We do that by sending records to a Federal Records Center ([FRC](#)) for storage. Sending records to an FRC is called "retiring" the records. Here at EPA Headquarters, our local FRC is the Washington National Records Center ([WNRC](#)), located in Suitland, Maryland.

Please remember that all forms for retiring, retrieving, and returning records must be signed by both your Program Office Lead Records Management Contact and the Office of Water Records Liaison Officer before the forms can be submitted to the EPA Headquarters Records Officer for processing.

The Office of Water guidance on retiring records provides tips on how to send files to off-site storage in an easy-reference format.

View the guidance on [Retiring Office of Water Records](#)
(Last updated May 21, 2015)

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SF 135 Records Transmittal and Receipt

Three documents are required for retiring records. The first document is the Standard Form 135 (SF 135) Records Transmittal and Receipt. The template for the SF 135 and instructions provided here are to be used only by Office of Water personnel to retire records to the Washington National Records Center. The SF 135 template has been customized with text form fields and with drop-down form fields populated with information specific to the Office of Water. It contains on-screen prompts to guide you through each form field. If you do not see the on-screen prompts on your computer screen, save the SF 135 template and reopen it in MS Word.

Download the [SF 135 template](#)

You can see an explanation of Office of Water organization abbreviations used in the SF 135 template in this "Key to Office of Water Organization Abbreviations."

Access the [Key to Office of Water Organization Abbreviations](#)
(Last updated September 26, 2011)

The second document required for retiring records is the box list which accompanies the SF 135 and identifies the contents of the records retirement boxes to be sent to the FRC for storage. The template contains a table with columns and rows for typing the name of each file folder. To see the border lines for the columns and rows in the template, click inside the table (next to "1." under "BOX 1 of ____ BOX(ES)"). Then, select Layout (not Page Layout), and View Gridlines.

Download the [box list template](#)
(Last updated September 22, 2011)

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EPA Form 5100-8 Facilities Services Request

The third document required for retiring records is the EPA Form 5100-8 Facilities Services Request. Form 5100-8 is used to have boxes of records picked up from your office.

The Form 5100-8 template below is for Office of Water personnel to use for pick up of boxes of records ready to be retired to the Washington National Records Center or to be returned for refiling. The template has been customized with text form fields and with drop-down form fields populated with information specific to the Office of Water. It contains on-screen prompts to guide you through each form field. If you do not see the on-screen prompts on your computer screen, save the template and reopen it in MS Word.

Download the [Form 5100-8 template](#)
(Last updated May 30, 2012)

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OF 11 Reference Request -- Federal Records Centers

While the records are stored at the Washington National Records Center, they remain in the legal custody of the EPA. You can get them back if you need them.

To retrieve retired records, the WNRC and EPA require an Optional Form 11 (OF 11) Reference Request -- Federal Records Centers. The template for the OF 11 and instructions provided here are to be used only by Office of Water personnel to retrieve records from the Washington National Records Center. The OF 11 template has been customized with text form fields and with drop-down form fields populated with information specific to the Office of Water. It contains on-screen prompts to guide you through each form field. If you do not see the on-screen prompts on your computer screen, save the OF 11 and reopen it in MS Word.

Download the [OF 11 template](#)
(Last updated July 12, 2012)

Destroying Records

The instructions on your disposition label tell you when each of your files has reached the end of its retention period and is ready for final disposition action. If the final disposition action on the label is "destroy," please follow the Office of Water's Instructions for Destroying Recorded Information.

EPA and Office of Water guidance and policy require that destruction be documented. The Records Destruction Form below has been customized for the Office of Water. The form uses your disposition label, check boxes, and drop-down form fields to save you time in completing the form.

Along with the Records Destruction Form are a checklist to be sure that your file is eligible to be destroyed, block-by-block instructions for completing the form, and a quality control checklist for proofing the completed form.

Download the [Office of Water Records Destruction Form with Instructions for Destroying Recorded Information](#)

Download the [Office of Water Records Destruction Form \(one-page form, without attached instructions\)](#)

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Records Management

[Search the Intranet](#)

You are here: [One EPA Workplace](#) / [Records Management](#) / [Tools](#) / [Technical Briefs - Basic Requirements of an Electronic Recordkeeping System at EPA](#)

Technical Briefs

- [A 10-Step Records Management Plan for Your Office](#)
- [Basic Requirements of an Electronic Recordkeeping System at EPA](#)
- [Centralized vs. Decentralized Filing](#)
- [Contractor Records](#)
- [Maintaining and Disposing of Federal Records](#)
- [Preparing Electronic Records for Transfer to the National Archives](#)
- [Protecting Your Records: A 5-Step Vital Records Plan for Your Office](#)

Basic Requirements of an Electronic Recordkeeping System at EPA

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Summary

These are the basic EPA and federal requirements for recordkeeping systems that manage records on electronic media. Collectively these requirements cover:

- Life cycle management;
- Metadata;
- Retrieval;
- Integrity;
- Security;
- Backup;
- Migration;
- Permanent records;
- Procedures; and
- Training.

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Background

- Functional requirements for electronic document and records management;
- Technical requirements;
- Integration requirements;
- Deployment; and
- Market presence.

This document expands upon the records management functions that were evaluated and the practices necessary to carry out those functions effectively.

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Definition

An electronic recordkeeping system must meet National Archives and Records Administration (NARA) requirements and be able to:

- Collect, organize and categorize records; and
- Facilitate the preservation, retrieval, use and disposition of records.

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Life Cycle Management

The system must manage records throughout their life cycle and be able to:

- Distinguish between record and nonrecord material;
- Match each record to the applicable records schedule;
- Indicate whether the record, or the file containing the record, is closed;
- Identify the final disposition date, which is calculated from the date of closure;
- Allow for the separation and removal of temporary records and nonrecords for destruction and permanent records for transfer to the National Archives; and
- Ensure that temporary records authorized for destruction are deleted in accordance with approved records schedules and are not recoverable following their deletion.

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Metadata

The system must capture metadata about the records it manages and be able to:

- Identify each record sufficiently to enable authorized personnel to retrieve, protect, and carry out the disposition of the records in the system; appropriate identifying information may include:
 - office of origin,
 - file code,
 - key words for retrieval,
 - addressee (if any),
 - signator,
 - author,
 - date,
 - authorized disposition (coded or otherwise), and
 - security classification (if applicable);
- Correlate records maintained in the system with related records on paper, microform or other media;
- Preserve transmission and receipt data of any email records managed by the system;
- Retain names of addressees on distribution lists for any email records managed by the system.

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- Permit easy retrieval in a timely fashion;
- Ensure that records are accessible by individuals who have a business need for information in the records;
- Provide a method for all authorized users of the system to retrieve desired documents, such as an indexing or text search system; and
- Permit retrieval of both individual records and files or other groupings of related records.

Integrity

The system must ensure the integrity of the records it manages and be able to:

- Minimize the risk of unauthorized alteration or erasure of the records;
- Allow only authorized personnel access to the records in the system; and
- Allow only authorized personnel to perform administrative functions such as creating or deleting directories, altering the parameters of metadata fields and assigning access rights.

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Security

The system must provide an appropriate level of security for the records its manages and be able to:

- Comply with EPA and federal requirements for safeguarding information resources.

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Backup

The system must allow for records to be backed up to protect against information loss and be able to:

- Be backed up on a regular basis to safeguard against the loss of information due to equipment malfunctions or human error;
- Provide for recovery of the records that have been copied during the backup;
- Allow duplicate copies of permanent or unscheduled records to be maintained in storage areas separate from the location of the records that have been copied.

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Migration

The system must allow records to be migrated and be able to:

- Retain the records in a usable format for their required retention period and until their authorized disposition date;
- Ensure that information is not lost because of changing technology or deterioration;
- Provide a standard interchange format (e.g., ASCII or XML) to permit the exchange of electronic documents between EPA offices using different software or operating systems;
- Allow for the conversion of storage media to provide compatibility with EPA's current hardware and software;
- Maintain a link between records and their metadata through conversion or migration;
- Ensure that the authorized disposition of the records can be implemented after conversion.

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Permanent Records

The system must permit permanent records to be transferred to NARA and be able to:

- Meet NARA transfer requirements outlined in 36 CFR Subpart C or standards applicable at the time;
- Meet EPA transfer requirements described in Preparing Electronic Records for Transfer to the National Archives;

- Provide for transfer of the records and any related documentation and indexes to NARA at the time specified in the applicable records schedules; and
- Provide an alternative to the use of floppy disks for the long-term storage of permanent records.

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Procedures

EPA organizations should implement procedures to establish the trustworthiness of their electronic records and their records disposition practices. These procedures should include:

- The system's operation and the controls imposed upon it;
- Regular recopying, reformatting, and other necessary maintenance to ensure the retention and usability of electronic records throughout their authorized life cycle;
- A standardized approach to creation and retrieval for similar kinds of records generated and stored electronically;
- Security processes to prevent unauthorized addition, modification or deletion of a record and to ensure system protection against such problems as power interruptions;
- Identification of the electronic media on which the records are stored throughout their life cycle, the maximum time span that records remain on each storage medium and the approved records disposition instructions;
- Documentation of which records are deleted at the end of their authorized retention period;
- Removal of deleted records from backup storage; and
- Identification of unscheduled records for which a new records schedule should be requested.

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Training

EPA organizations should train staff on the electronic recordkeeping systems, including:

- The operation, care, and handling of the equipment, software and media used in the system;
- The distinction between federal records and nonrecord materials;
- Procedures for designating federal records;
- Safeguarding sensitive or classified records; and
- Managing email.

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References

- National Archives and Records Administration (NARA) regulations at 36 CFR Part 1236 Electronic Records Management and 36 CFR Subpart C Electronic records.
- Electronic Records/Document Management System Requirements prepared by EPA's Records Management Application (RMA) Work Group (January 31, 2002).
- Design Criteria Standard for Electronic Records Management Software Applications, DoD 5015.2-STD (117 pp, 477 K, About PDF). ([This is an external link](#))

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Understanding the Basics



Before proceeding with this course, please view the 5 minute video "Record" and the 6 ½ minute video "Nonrecord" available under the Training heading at: <http://intranet.epa.gov/ow/records>.

<http://intranet.epa.gov/ow/records>

1



Understanding the Basics

**Records Management Training
for New Employees
May 2015**

Welcome to "Understanding the Basics." This is the Office of Water's beginning training on records management.

In the federal government, we must abide by a number of legal requirements for managing all the information in our custody. These requirements include the Federal Records Act; the e-Government Act; and the regulations of the National Archives and Records Administration.

<http://intranet.epa.gov/ow/records>

2

*Drip by drip,
Drop by drop,
If we each do a little,
We can all do a lot.*



In the Office of Water, we have a motto. Drip by drip, drop by drop. If we each do a little, we can all do a lot.

In practical terms, this means that the Office of Water Records Management Program takes these legal requirements, translates them into plain language, and breaks them down into simple steps with easy-to-use tools. So if you do a little, using the tools and resources provided, together we can do a lot toward staying compliant.

<http://intranet.epa.gov/ow/records>

3



Records Management Contacts

The Office of Water is proud to have an active network of Records Management Contacts who promote, coordinate, and serve as experts on the Records Management Programs in their program offices, divisions, and branches. These Contacts are crucial to the strength of the Office of Water Records Management Program. They are your first sources for answers to your records management questions.

You can find your Records Management Contact in this directory.

Browse the [Directory of Office of Water Records Management Contacts](#)



The main resources available to you are your Records Management Contact and the Office of Water Records Management Program Intranet site at: <http://intranet.epa.gov/ow/records>. The *ow/records* site contains the Directory of Office of Water Records Management Contacts, and the other tools discussed in this training.

<http://intranet.epa.gov/ow/records>

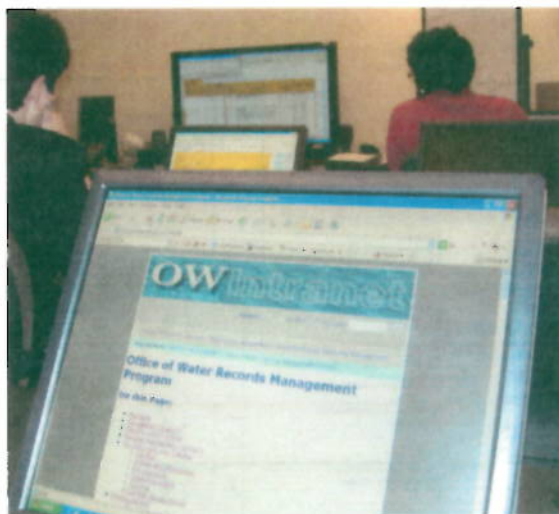
4

Your Records Management Requirements

What are your records management responsibilities? Everyone in the Office of Water is required to:

<http://intranet.epa.gov/ow/records>

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1. Take the Office of Water's records management training.

<http://intranet.epa.gov/ow/records>

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2. Create an individual file structure using the Office of Water file survey tool to identify records schedule items that apply to your files.

<http://intranet.epa.gov/ow/records>

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US EPA Office of Water
File Structure

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980	981	982	983	984	985	986	987	988	989	990
991	992	993	994	995	996	997	998	999	1000	1001

405

CONT 202b

Contract Management Records

Contract-level Contracting Officer's Representative (COR)
Formerly called Project Officer (PO)

Close when final payment for the overall contract is made.

+ 1 year

+ 5 years, 3 months

Close Date

Retire Date

Final Disposition Date

Final Disposition Action:

☒ Destroy

or

☐ Permanently Transfer


(unless it is a Contract Environmental Performance Record)

ORCA/202b

3. Use disposition labels and file codes to match your files to the records schedule items on your file structure.

<http://intranet.epa.gov/ow/records>

8



**Office of Water
Individual File Structure Update**

Each division in the Office of Water must be prepared to make a file structure update for each division's files. Your individual file structure is the list of records of which you are responsible for the disposition of. It is a list of records that you are responsible for. It is a list of records that you are responsible for. It is a list of records that you are responsible for.

The most important step in updating your file structure is to make a list of all the records that you are responsible for. This list should include the title of the record, the date of the record, and the date of the record. It should also include the name of the person who is responsible for the record. This list should be updated regularly to reflect changes in your responsibilities and the types of files in your custody.

After you have made a list of all the records that you are responsible for, you should update your file structure. This should be done on a regular basis to reflect changes in your responsibilities and the types of files in your custody.

**Office of Water
Individual File Structure Update**

Record Title	Record Number	Record Date	Record Type	Record Status
DELETE (delete the record)				
ADD (add the record)				

4. Update your file structure when there are changes to your job responsibilities and the types of files in your custody.

<http://intranet.epa.gov/ow/records>

9

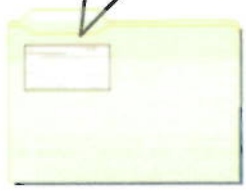
405 **Contract Management Records** **CONT 202b**
Contract-level Contracting Officer's Representative (COR)
Formerly called Project Officer (PO)

Close when final payment for the overall contract is made

Close Date + 1 year + 5 years 3 months

Retire Date Final Disposition Date

Final Disposition Action: ☒ Destroy or ☐ Permanently Transfer



5. Follow the instructions on the disposition labels to manage the closure, retention, and final disposition of your files according to the records schedule items.

<http://intranet.epa.gov/ow/records>

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1. Attend training.



2. Create your file structure.



3. Match your files to your file structure.

Office of Water
Individual File Structure Update

4. Update your file structure.



5. Follow disposition instructions.

To summarize: attend training; create your file structure; match your files to your file structure; update your file structure; and follow disposition instructions.

We'll explain these terms and go through the steps one-by-one. All the tools you need, including the labels, will be provided to you.

<http://intranet.epa.gov/ow/records>

11

Requirement 1: Attend training.

Everyone must take this "Understanding the Basics" course one time. Your training date is tracked through the sign-in sheet you fill out when you arrive in the classroom.

If you move to another office within the Office of Water, you do not have to re-take this course. However, from time to time you may be requested to attend other short, targeted training sessions on topics such as how to complete a records destruction form.

<http://intranet.epa.gov/ow/records>

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Requirement 2: Create your file structure.

Your file structure starts with the list of records schedule items that apply to your files. Before you can create your file structure, you should have an understanding of records schedules and how they work.

Records schedules are EPA policy documents with instructions for managing recorded information. Records schedules provide mandatory instructions on how long to keep information and what to do with it after it is no longer needed for current EPA business.

<http://intranet.epa.gov/ow/records>

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Recorded Information

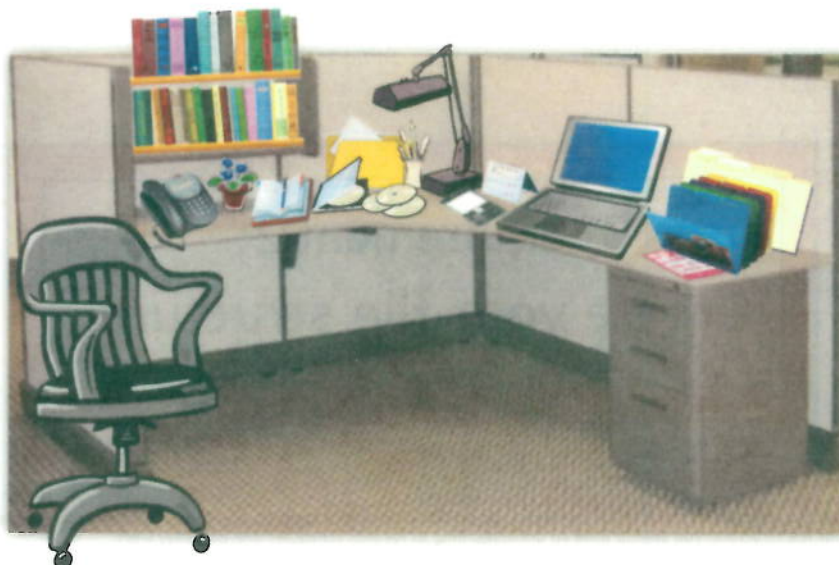


The schedules contain descriptions of all recorded information at EPA. Recorded information is anything that is:

- written on paper,
- keyed in or downloaded to a computer,
- uploaded to a file server,
- recorded on audio or video devices,
- preserved in a photograph,
- copied to a CD or USB drive, or
- captured in another form.

<http://intranet.epa.gov/ow/records>

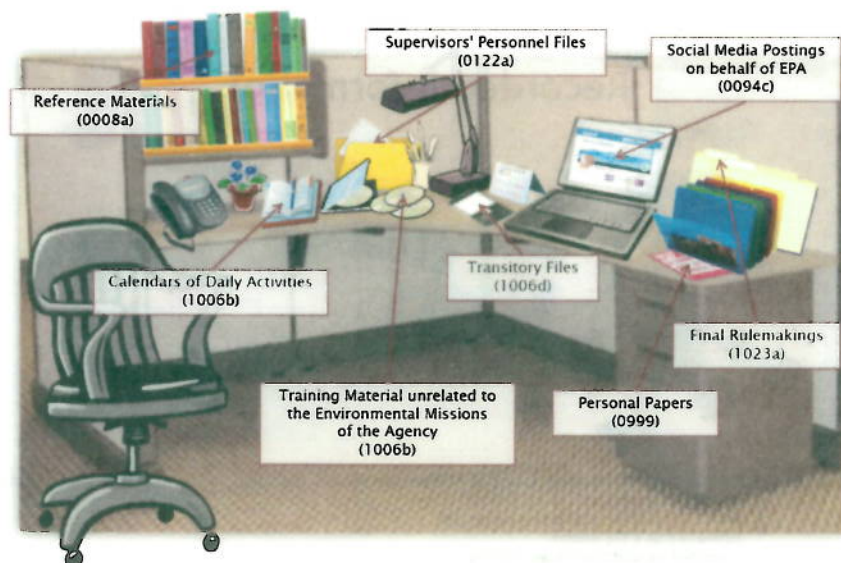
14



Another way to think of recorded information is "files." There are records schedules for all the files in your custody.

<http://intranet.epa.gov/ow/records>

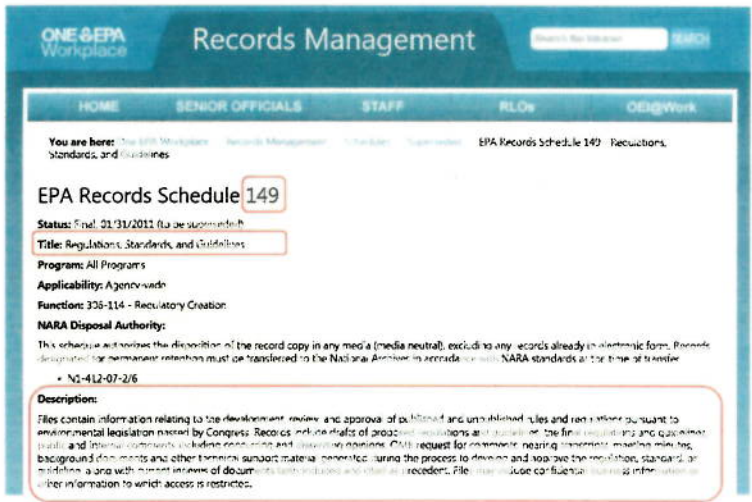
15



When you match the descriptions in the records schedules to the files in your custody, you will have your file structure. Our file survey tool will help you match those descriptions to your files and create your file structure.

<http://intranet.epa.gov/ow/records>

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ONE EPA Workplace Records Management

HOME SENIOR OFFICIALS STAFF RLOs OE@Work

You are here: The EPA Workplace > Records Management > Schedules > Super-schedules > EPA Records Schedule 149 - Regulations, Standards, and Guidelines

EPA Records Schedule 149

Status: Final 01/31/2012 (0a de supersedes)

Title: Regulations, Standards, and Guidelines

Program: All Programs

Applicability: Agency-wide

Functions: 306-114 - Regulatory Creation

NARA Disposal Authority:

This schedule authorizes the disposition of the record copy in any media (media neutral), excluding any records already in electronic form. Records designated for permanent retention must be transferred to the National Archives in accordance with NARA standards at the time of transfer.

- N2-412-07-2/6

Description:

Files contain information relating to the development, review, and approval of published and unpublished rules and regulations pursuant to environmental legislation passed by Congress. Records include drafts of proposed regulations and guidelines, the final regulations and guidelines, public and internal comments including comments and discussion points, OMB request for comments, hearing transcripts, meeting minutes, background documents and other technical support material generated during the process to develop and approve the regulation, standard, or guideline, and with relevant pieces of documents both included and cited as a precedent. Files may include confidential business information or other information to which access is restricted.

What does a records schedule look like?

Each records schedule has:

- a three- or four-digit number,
- a Title, and
- a Description field with a general explanation of the files covered by the schedule.

<http://intranet.epa.gov/ow/records>

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Description:

Files contain information relating to the development, review, and approval of published and unpublished rules and regulations pursuant to environmental legislation passed by Congress. Records include drafts of proposed regulations and guidelines, the final regulations and guidelines, public and internal comments including comments and discussion points, OMB request for comments, hearing transcripts, meeting minutes, background documents and other technical support material generated during the process to develop and approve the regulation, standard, or guideline, and with relevant pieces of documents both included and cited as a precedent. Files may include confidential business information or other information to which access is restricted.

Disposition Instructions:

Item a(1): Published regulations, standards, and guidelines - Non-electronic

- Permanent
- Close inactive records upon promulgation of rule or approval of guideline.
- Transfer to the National Archives 20 years after file closure. If record is microform, transfer paper after quality assurance is completed.

Item a(2): Published regulations, standards, and guidelines - Electronic

- Permanent
- Close inactive records upon promulgation of rule or approval of guideline.
- Transfer to the National Archives 2 years after file closure, with any related documentation and artifacts, finding aids as specified in 36 CFR 1235.44-1235.50 or stencards applicable at the time.

Item a(3): Published regulations, standards, and guidelines - Electronic copy of records transferred to the National Archives

- Disposable
- Close file upon transfer to the National Archives.
- Delete after electronic record copy is successfully transferred to the National Archives.

Item b: Unpublished regulations, standards, and guidelines

- Disposable
- Close inactive records upon deletion of not publish the regulation, standard, or guideline.
- Destroy 10 years after file closure. If record is in microform, destroy paper after quality assurance is completed.

Below the Description field are the "Disposition Instructions." This is where you will find the records schedule "Items." A records schedule can have one item or many items. Each item has a designator that begins with an alphabetic character.

Each item describes specific files covered by the records schedule. When you match your files to the descriptions in the records schedules, you will be selecting the records schedule items that will appear on your file structure.

<http://intranet.epa.gov/ow/records>

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EPA Records Schedule 149

Title: Regulations, Standards, and Guidelines

Item a(1):

Published regulations, standards, and guidelines - Nonelectronic



Let's look at an example. Suppose you have a file on the Arsenic Final Rule. The file is matched to:

- Records schedule number: 149.
- Records schedule title: Regulations, Standards and Guidelines.
- Item designator: a(1).
- Item description of specific files: Published regulations, standards, and guidelines - Nonelectronic.

<http://intranet.epa.gov/ow/records>

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EPA Records Schedule 149

Title: Regulations, Standards, and Guidelines

Item a(1):

Published regulations, standards, and guidelines - Nonelectronic



The records schedule number and the item designator combine to create a unique identifier for each records schedule item. This unique identifier is the "file code."

For the file on the Arsenic Final Rule, the file code is: 149a(1). The file code is a handy way to refer to the records schedule item.

<http://intranet.epa.gov/ow/records>

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Description:

Files contain information relating to the development, review, and approval of published and unpublished rules and regulations pursuant to environmental legislation passed by Congress. Records include drafts of proposed regulations and guidelines, the final regulations and guidelines, public and internal comments including concurring and dissenting opinions, OMB request for comments, meeting transcripts, meeting minutes, background documents and other technical support material generated during the process to develop and approve the regulation, standard, or guideline, along with current information documents both included and cited as precedent. Files may include confidential business information or other information to which access is restricted.

Disposition Instructions:**Item a(1): Published regulations, standards, and guidelines - Non-electronic**

- **Permanent**
- Close inactive records upon promulgation of rule or approval of guideline.
- Transfer to the National Archives 20 years after file closure. If record is microform, destroy paper after quality assurance is completed.

Item a(2): Published regulations, standards, and guidelines - Electronic

- **Permanent**
- Close inactive records upon promulgation of rule or approval of guideline.
- Transfer to the National Archives 5 years after file closure, with any related documentation and external finding aids, as specified in 36 CFR 1235.64-1235.50 or standards applicable at the time.

Item a(3): Unpublished regulations, standards, and guidelines - Electronic copy of records transferred to the National Archives

- **Disposable**
- Close file upon transfer to the National Archives.
- Retain after electronic record copy is successfully transferred to the National Archives.

Item b: Unpublished regulations, standards, and guidelines

- **Disposable**
- Close inactive records upon decision to not publish the regulation, standard, or guideline.
- Destroy 10 years after file closure. If record is microform, destroy paper after quality assurance is completed.

Each records schedule item has something else that is important: a set of disposition instructions. The disposition instructions describe the life cycle of the specific files covered by the records schedule item.

Records schedules are called "schedules" because they provide a time line for the life cycle of your files.

<http://intranet.epa.gov/ow/records>

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Life Cycle of Recorded Information

Open		Closure Trigger	Closed		Final Disposition
Creation or Receipt	Distribution, Use, Maintenance	Fixed or Discretionary	On-Site Retention	Off-Site Retention	Destruction or Permanent Transfer

This life cycle is divided into four stages.

- open
- closure trigger
- closed
- final disposition

Every file has the same four stages in its life cycle. But the length of time that each file remains in each stage can be very different. That's where the disposition instructions come in. Here's how the life cycle works.

<http://intranet.epa.gov/ow/records>

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Life Cycle of Recorded Information

Open		Closure Trigger	Closed		Final Disposition
Creation or Receipt	Distribution, Use, Maintenance	Fixed or Discretionary	On-Site Retention	Off-Site Retention	Destruction or Permanent Transfer

When a file is created or received, its life cycle begins. At that point the file is "open." The file stays open as long as it is needed for current Agency business.

<http://intranet.epa.gov/ow/records>

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Life Cycle of Recorded Information

Open		Closure Trigger	Closed		Final Disposition
Creation or Receipt	Distribution, Use, Maintenance	Fixed or Discretionary	On-Site Retention	Off-Site Retention	Destruction or Permanent Transfer

When a file is no longer needed for current Agency business, an event occurs which results in closing the file. That event is called a "closure trigger." The closure trigger is a key point in the life cycle of a file, because the closure trigger must occur before the file can be closed.

As you might suppose, different files have different closure triggers. That makes sense, because files are used for different purposes and document different activities. The point at which a file is no longer needed depends on the business process for which the file is used.

<http://intranet.epa.gov/ow/records>

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Life Cycle of Recorded Information

Open		Closure Trigger	Closed		Final Disposition
Creation or Receipt	Distribution, Use, Maintenance	Fixed or Discretionary	On-Site Retention	Off-Site Retention	Destruction or Permanent Transfer

Some closure triggers are predetermined by the business process. For example:

A contract management file is no longer needed when the contract has ended and the final payment for the overall contract has been made.

A supervisor's personnel file is no longer needed when the employee being supervised has departed.

These predetermined events are called "fixed" closure triggers. For files with fixed closure triggers, you always know what event will trigger the closing of the file.

<http://intranet.epa.gov/ow/records>

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Life Cycle of Recorded Information

Open		Closure Trigger	Closed		Final Disposition
Creation or Receipt	Distribution, Use, Maintenance	Fixed or Discretionary	On-Site Retention	Off-Site Retention	Destruction or Permanent Transfer

When the event that triggers the closing of the file is not predetermined, the records custodian has the discretion to determine when to close the file. This is called a "discretionary" closure trigger. The closure trigger occurs on the day that the records custodian makes a conscientious determination that the file is no longer needed for current work and closes the file by assigning the close date.

<http://intranet.epa.gov/ow/records>

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U.S. EPA Office of Water File Structure

For updates to this table, please refer to the document: [https://www.epa.gov/owow/recordsmanagement/recordsmanagementfilestructure](#)

Record Type	Record Retention Period	Record Disposition	Close Trigger	Final Disposition Date
Calendar, Schedules, and Logs of Daily Activities	1 year	Transfer to the National Archives and Records Administration	Close when the record is no longer needed for the current year's work	1 year after the close date
Contract Management Records	1 year	Transfer to the National Archives and Records Administration	Close when the record is no longer needed for the current year's work	1 year after the close date
Financial Records	1 year	Transfer to the National Archives and Records Administration	Close when the record is no longer needed for the current year's work	1 year after the close date
Regulatory Standards and Guidelines	1 year	Transfer to the National Archives and Records Administration	Close when the record is no longer needed for the current year's work	1 year after the close date

405 Contract Management Records
Contract-level Contracting Officer's Representative (COR)
Formerly called Project Officer (PO)

Close when final payment for the overall contract is made.
Close Date

Retire Date + 1 year
Final Disposition Date + 5 years, 3 months

☒ Destroy or ☐ Permanently Transfer (31 USC 2007)

Final Disposition Action
Closed (31 USC 2007) or Transfer to National Archives

Life Cycle of Recorded Information

Open		Closure Trigger	Closed		Final Disposition
Creation or Receipt	Distribution, Use, Maintenance	Fixed or Discretionary	On-Site Retention	Off-Site Retention	Destruction or Permanent Transfer

After the closure trigger has occurred, the file is closed.

When the file is closed, its retention period begins. The retention period is the amount of time EPA is required to keep the file after it is closed. The retention period clock does not start to run until the file is closed.

Retention periods come in different lengths. A retention period can be as short as zero, or as long as 30 years. The retention period is based on the value of the information in the file in protecting EPA's legal and financial rights and in documenting its history.



Some closed files can be retired. That means they are sent off-site to be stored at Federal Records Centers, or "FRCs." FRCs are huge warehouses where the boxed files are kept on shelves. While the files are at the FRC, they remain in the legal custody of EPA. You can get them back if you need them.

<http://intranet.epa.gov/ow/records>

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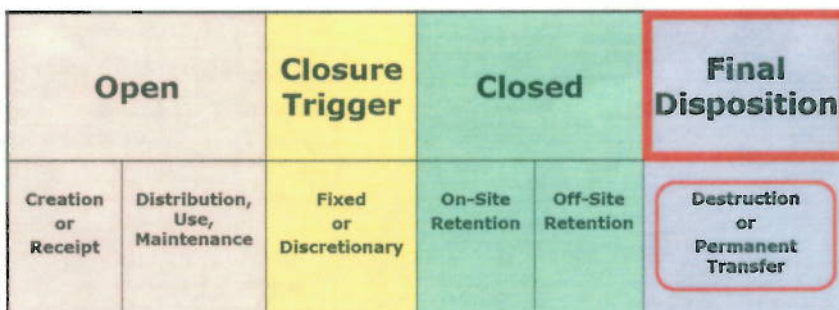
Retiring Files

Sending files to an FRC is called "retiring" the files. Please be aware that the terms "retiring" and "archiving" do not have the same meaning. To avoid confusion, please use the term "retiring" to refer to sending closed files to off-site storage.

<http://intranet.epa.gov/ow/records>

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Life Cycle of Recorded Information



When files reach the end of their retention period, they enter the "final disposition" stage of their life cycle. They are ready for final disposition action. That action depends on whether the files are "temporary" or "permanent."

<http://intranet.epa.gov/ow/records>

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If the files are temporary, they are disposable. At the end of their retention period, they are destroyed.

Temporary files that are stored on site are recycled, shredded, or deleted according to Office of Water guidance for destroying recorded information.

<http://intranet.epa.gov/ow/records>

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NOTICE OF ELIGIBILITY FOR DISPOSAL			DATE OF NOTICE	DISPOSAL DATE
<p>The records described in this notice appear eligible for disposal on the date shown. In accordance with 35 CFR 1228.170(b), they will be destroyed only with the concurrence of the agency having legal custody of the records. If you concur with the destruction of these records, sign and date this notice in the appropriate blocks below, return this notice to the Federal Records Center, and annotate your SF 135 (all copies) to show that the records have been destroyed.</p>				
REMARKS			RECORDS DESCRIPTION	
			ACCESSION NUMBER	SUBGROUP
			DISPOSAL AUTHORITY	VOLUME (s)
			SERIES DESCRIPTION, INCLUSIVE DATES, AND BOX NUMBERS (if applicable)	
			ADDRESS OF FEDERAL RECORDS CENTER	
SIGNATURE	TITLE	DATE		
NATIONAL ARCHIVES AND RECORDS ADMINISTRATION			NA 13001 (Rev. 6-99)	

Temporary files that are retired to off-site storage are destroyed by the Federal Records Center. First, the FRC notifies EPA when the files are eligible to be destroyed. After it receives concurrence, the FRC destroys the files.

<http://intranet.epa.gov/ow/records>

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If the files are permanent, they are never destroyed. "Permanent" means "as long as the Republic stands,"

<http://intranet.epa.gov/ow/records>

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that is, as long as there is a United States government.

<http://intranet.epa.gov/ow/records>

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At the end of their retention period at EPA, the files are transferred to the National Archives and Records Administration (or "NARA") for historic preservation.

<http://intranet.epa.gov/ow/records>

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Once they are transferred, the files are no longer under the control of the EPA. They are in the legal custody of the National Archives, and they are made available to the public for research.

<http://intranet.epa.gov/ow/records>

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OW Intranet
OFFICE OF WATER

You are here: Home > ow > records > Office of Water Records Management Program

Office of Water Records Management Program

File Survey Form

The file survey form can be customized for each Office of Water program office and the Immediate Office. Follow the instructions in the form to select your organization at the program office level, division level, or branch level.

Download the [File Survey form](#) (Last updated April 15, 2015)

Individual file structures should be reviewed at least once a year and kept up to date by adding or deleting records schedule items as needed. In addition, file structures must be updated when job responsibilities change.

Let's go on to the file survey. The file survey is the tool you will use to create your individual file structure. It is located under the File Plan Tools and Training heading on the *ow/records* site.

<http://intranet.epa.gov/ow/records>

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The file survey tool is an Excel form with five tabs. Don't worry if you haven't used Excel before. All you have to do is follow the instructions in the form, and click, and type.

<http://intranet.epa.gov/ow/records>

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Tab number 1 asks you to "Please Identify Yourself" by completing five blocks for:

- 1 the current date,
- 2 your name,
- 3 your organization,
- 4 your building name and room number, and
- 5 the name and telephone number of your Records Management Contact.

<http://intranet.epa.gov/ow/records>

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File Survey Instructions

- Click on the "(4) File Survey" tab to access the survey form.
- Slide the horizontal scroll bar to the right to find your organization in the header row (row 1). You may choose the program office level (e.g., OWM) or division level (e.g., OWM/WPD), or branch level (e.g., OWM/WPD/IB). The smaller the organization you choose, the fewer records schedule items will appear on your File Survey form.
- Click on the filter drop-down box in the cell with your organization's name and path. In the drop-down box, click "(Select All)" to remove the default check marks, then click the abbreviation for your organization. Click "OK."
- Hold down the Ctrl key and press the Home key on your keyboard to return to the beginning of the File Survey.
- Click in cells in the "YES" column and type "y" to select records schedule items that apply to your files. Do not type anything in the "YES" column other than "y."

Tab number 2 has illustrated instructions for completing your survey.

<http://intranet.epa.gov/ow/records>

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Tips for Selecting Records Schedule Items

- Get trained.
 - Before completing your File Survey, be sure you have received the OW records management training "Understanding the Basics" from your Records Management Contact.
- Include all your files.
 - Select records schedule items for all the recorded information in all the files for which you are the custodian.
 - The custodian is the person responsible for ensuring that the record copy is managed according to the records schedule.
 - Include records schedule items for:
 - Paper or other physical files in your alternate work area, on-site work area, and on-site common area.
 - Electronic files, including email, computer and network share drive files, files on Web sites, files on removable media such as thumb drives, files on mobile and portable devices.
 - Files stored off-site at contractor locations and Federal Records Centers.
- Consider the purpose your files serve.
 - The choice of records schedule item is based not only on subject matter but also on the purpose, or function, of the files. See OW's "Frequently Asked Questions about Matching Files to Records Schedules."
- Read the records schedules.

Tab number 3 has tips to help you select the correct records schedule items for your files.

<http://intranet.epa.gov/ow/records>

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[illegible]

Tab number 4 contains the file survey. The file survey form consists of all the records schedule items selected by all the people in the Office of Water on all their file surveys. Together, these records schedule items make up the Office of Water's organization file structure.

<http://intranet.epa.gov/ow/records>

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[illegible]

Each records schedule item is on a separate row.

You can reduce the number of records schedule items that you see on the survey by selecting the file structure for your organization. You can select your program office, your division, or your branch. The smaller the organization you select, the fewer records schedule items you will see on the survey.

For example, if you select your branch, the survey form will show only your branch's organization file structure, that is, only records schedule items selected by the people in your branch on their file surveys.

<http://intranet.epa.gov/ow/records>

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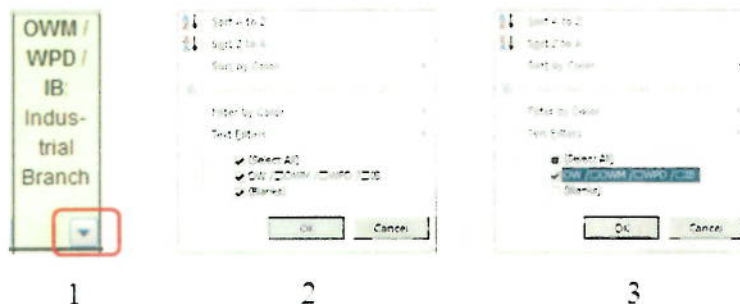
The screenshot shows the EPA Records Survey application interface. At the top, there are tabs for FILE, HOME, INSERT, PAGE LAYOUT, FORMULAS, DATA, REFERENCE, VIEW, SUMMARY, and ACROSS. Below these is a header row with columns labeled A through S. The table contains various record types such as "EPA Forms", "EPA Funds", "Office Administrative Files", "Calendars, Schedules, and Logs of Daily Activities", and "Records Schedules, and Logs of Daily Activities". A red box at the bottom of the table highlights the horizontal scroll bar, indicating how to navigate to the right to select an organization.

To select your organization:

- Slide the horizontal scroll bar to the right.

<http://intranet.epa.gov/ow/records>

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- Find your organization in the header row.
- Click on the filter drop-down box.
- Click "(Select All)" to remove the default check marks, then click the abbreviation for your organization. Click "OK."

<http://intranet.epa.gov/ow/records>

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Found at this Location?	Found at this Location?	Click Below on "L" for Disposition Label	Click Below on "S" for Records Schedule	Office of Water Alphabetic Function Code	Records Schedule Number and Item Designator	Records Schedule Version Date	Records Schedule Title and Records Schedule Item
YES	NO						
<input checked="" type="checkbox"/>		L	S	CONF	200b	1001/2/008	Contract Management Records • Contractual Contracting Officers Representative (COR) • Formerly called Project Officer (PO)

Hold down the Ctrl key and press the Home key on your keyboard to return to the beginning of the file survey. Use the vertical scroll bar to move through the survey form.

To select a records schedule item on the survey, click in the cell in the "YES" column, on the same row as the item, and type "x."

<http://intranet.epa.gov/ow/records>

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When you are finished selecting items on your survey, you can generate your individual file structure.

It takes two key strokes and four clicks:

- Hold down the Ctrl key and press the Home key to return to the beginning.
- Click on the filter drop-down box in the "YES" column. Click "(Select All)" to remove the default check marks, then click on "x." Click "OK."

<http://intranet.epa.gov/ow/records>

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U.S. EPA Office of Records
File Structure

Page 1 of 1

Records Schedule Items

Item	YES	NO	Item	YES	NO	Item	YES	NO	Item	YES	NO
1			2			3			4		
5			6			7			8		
9			10			11			12		
13			14			15			16		
17			18			19			20		
21			22			23			24		
25			26			27			28		
29			30			31			32		
33			34			35			36		
37			38			39			40		
41			42			43			44		
45			46			47			48		
49			50			51			52		
53			54			55			56		
57			58			59			60		
61			62			63			64		
65			66			67			68		
69			70			71			72		
73			74			75			76		
77			78			79			80		
81			82			83			84		
85			86			87			88		
89			90			91			92		
93			94			95			96		
97			98			99			100		

And there you are Your own file structure, made up of the items you selected in the "YES" column on your file survey.

<http://intranet.epa.gov/ow/records>

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U.S. EPA Office of Records
File Structure

Page 1 of 1

Records Schedule Items

Item	YES	NO	Item	YES	NO	Item	YES	NO	Item	YES	NO
1			2			3			4		
5			6			7			8		
9			10			11			12		
13			14			15			16		
17			18			19			20		
21			22			23			24		
25			26			27			28		
29			30			31			32		
33			34			35			36		
37			38			39			40		
41			42			43			44		
45			46			47			48		
49			50			51			52		
53			54			55			56		
57			58			59			60		
61			62			63			64		
65			66			67			68		
69			70			71			72		
73			74			75			76		
77			78			79			80		
81			82			83			84		
85			86			87			88		
89			90			91			92		
93			94			95			96		
97			98			99			100		

Now let's look at some of the features in the file survey that can help you select records schedule items.

The row for each records schedule item has a cell with an "S" for "schedule." When you click on the "S" you will be connected to the full text of the records schedule for that records schedule item.

This is where you will find:

- the Description field with a general explanation of the files covered by the schedule;
- the records schedule items, located below the "Disposition Instructions" heading, that describe the specific files covered by the records schedule; and
- and the Guidance field which contains information such as alternate names of files, files that are excepted from coverage by that schedule, and cross-references to related records schedules.

<http://intranet.epa.gov/ow/records>

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	A	B	C	D	E	F	G	H	I	J	K
	Found at this location?	Found at this location?	Click Below on "L" for Disposition Label	Click Below on "S" for Retention Schedule	Office of Water Administrative Function Code	Records Schedule Number and Item Designator	Records Schedule Version Date	Records Schedule Title and Records Schedule Item			Records Schedule Item Status
1	YES	NO			WFO	0068c	8/31/2014	Bibliographic and Reference Systems - Electronic data			Final
217			L	S	WFO	0068a	8/28/2015	Information Tracking Systems - Records copy			Final
221			L	S	WFO	0064c	7/31/2014	Electronic Bulletin Boards - Electronic data			Final
227			L	S	WFO	0064c	7/31/2014	Electronic Bulletin Boards - Electronic data			Final

Some records schedule items have bracketed notes to bring information to your attention. For example, if you select an item that is only to be used by a custodian of an electronic information system, such as "Electronic software program," you should provide the name of the system in the space at the end of the survey.

<http://intranet.epa.gov/ow/records>

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	A	B	C	D	E	F	G	H	I	J	K	L	M
	Found at this location?	Found at this location?	Click Below on "L" for Disposition Label	Click Below on "S" for Retention Schedule	Office of Water Administrative Function Code	Records Schedule Number and Item Designator	Records Schedule Version Date	Records Schedule Title and Records Schedule Item			Records Schedule Item Status	Disposition Trigger	Final Disposition Action
	YES	NO			WFO	0068c	8/31/2014	Bibliographic and Reference Systems - Electronic data			Final		
			L	S	WFO	0068a	8/28/2015	Information Tracking Systems - Records copy			Final		
			L	S	WFO	0064c	7/31/2014	Electronic Bulletin Boards - Electronic data			Final		
			L	S	WFO	0064c	7/31/2014	Electronic Bulletin Boards - Electronic data			Final		

At the top of the survey form is a "+" symbol. Clicking on this "+" will expand columns to show the closure trigger, retention period, and final disposition action for each records schedule item. These are the disposition instructions that we discussed earlier. The disposition instructions describe the life cycle of the specific files covered by the records schedule item.

<http://intranet.epa.gov/ow/records>

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Office of Water Alpha-numeric Function Code	Records Schedule Number and Item Designator	Records Schedule Version Date	Records Schedule Title and Records Schedule Item	Records Schedule Item Status	Closure Trigger
ETHI	0072b	12/31/2013	Non-Federally Funded Travel Files - Statements, forms, and other records - Includes records used to compile the Semiannual Expense Reports for Non-Federally Funded Travel.	Final	Close when report has been submitted to Office of Government Ethics (OGE).
PROG	185a	9/30/2007	Collections of Quality Assurance Project Plans (QAPPs) - Approved or accepted QAPPs	(to be superseded)	Close when plan is approved or when last amendment or last review is completed.

How do disposition instructions help you select the correct records schedule items for your files?

First, the closure trigger should fit your business process.

For example, if you select the records schedule item with the closure trigger "Close when report has been submitted to Office of Government Ethics (OGE)," the file should contain documents that will be submitted to OGE. And the file should be able to be closed, that is, not needed for current Agency business, once those documents have been submitted.

A records schedule item with a closure trigger that does not fit your work, may not be the correct item for your file. For example, the closure trigger "Close when plan is approved," would not fit a file that doesn't have anything to do with an actual plan.

<http://intranet.epa.gov/ow/records>

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Office of Water Alpha-numeric Function Code	Records Schedule Number and Item Designator	Records Schedule Version Date	Records Schedule Title and Records Schedule Item	Records Schedule Item Status	Closure Trigger	Total Retention Period after Close Date	Final Disposition Action
ADM	167a	3/31/2015	Transitory Files - Record copy	(to be superseded)	Close when end of month occurs and when no longer needed for current Agency business.	50 year (36 months)	Destroy

Next, the retention period and the final disposition action should fit the value of your files after they are closed.

Here are some examples.

A superseded working draft that was not circulated for comment, or a reminder to schedule a room for a meeting, would not be needed to protect EPA's legal and financial rights and would not have permanent historic value. They could be destroyed at the end of the 6-month retention period for Transitory Files.

<http://intranet.epa.gov/ow/records>

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Office of Water Alpha-numeric Function Code	Records Schedule Number and Item Designator	Records Schedule Version Date	Records Schedule Title and Records Schedule Item	Records Schedule Item Status	Closure Trigger	Total Retention Period after Close Date	Final Disposition Action
GRAN	1003b	12/31/2014	Grants and Other Program Support Agreements - Other grants and program support agreements [other than GRAN 1022a]	Final	Close when agreement is closed out or when action is completed	10 years	Destroy

Grants files **don't** have permanent historic value. But they do have to be kept until the end of the statute of limitations on civil false claims cases. They are retained for 10 years after the grant agreement is closed out, and then destroyed.

<http://intranet.epa.gov/ow/records>

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Office of Water Alpha-numeric Function Code	Records Schedule Number and Item Designator	Records Schedule Version Date	Records Schedule Title and Records Schedule Item	Records Schedule Item Status	Closure Trigger	Total Retention Period after Close Date	Final Disposition Action
REGS	149a(1)	1/31/2011	Regulations, Standards and Guidelines - Published regulations, standards and guidelines - Nonelectronic [includes microform record copies]	(to be superseded)	Close when rule is promulgated or guideline is approved	20 years	Permanently Transfer

Published regulations do have value in documenting the history of EPA. Their final disposition action is "Permanently Transfer." At the end of their retention period, they are transferred to the legal custody of the National Archives for permanent historic preservation.

<http://intranet.epa.gov/ow/records>

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Office of Water Alpha-numeric Function Code	Records Schedule Number and Item Designator	Records Schedule Version Date	Records Schedule Title and Records Schedule Item	Records Schedule Item Status	Closure Trigger	Total Retention Period after Close Date	Final Disposal Action
REGS	149a(2)	3/31/2011	Regulations, Standards and Guidelines Published regulations, standards and guidelines Electronic	(to be superseded)	Close when rule is promulgated or guideline is approved	05 years	Recycle/Transfer

If you select a "Permanently Transfer" Item for an electronic file, please be sure that file contains the final, official record copy. Permanent electronic files must be kept in readable condition and unaltered throughout their life cycle.

If your electronic file is a duplicate that you are using for convenient reference, or a word processing copy that you are revising to create a final, printed product, then your electronic file is not the permanent record copy that will be transferred to the National Archives. For electronic files that are not permanent, please select a record schedule item with the final disposition action "Destroy."

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[illegible]

While you are moving through your survey, you can click back to tab number 3 to see tips and reminders. This tab answers questions about working papers and drafts, and links you to more guidance at:

Frequently Asked Questions about Matching Files to Records Schedules

http://intranet.epa.gov/ow/records/docs/faq_matching_files_to_schedules.doc

and the

Records Cheat Sheet

http://intranet.epa.gov/ow/records/docs/ow_records_cheat_sheet_05-23-2007.doc

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Reminder



Your survey should represent all your files. Select records schedule items for all the recorded information for which you are the custodian.

Include:

- Paper or other physical files in your alternate worksite, on-site work area, and on-site common area.
- Electronic files, including:
 - email;
 - computer and network share drive files;
 - files on Web sites, including social media, such as YouTube videos and facebook postings;
 - files on removable media such as USB drives; and
 - files on mobile and portable devices.
- Files stored off-site at contractor locations and Federal Records Centers.

<http://intranet.epa.gov/ow/records>

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The survey form will only show the records schedule items that are on the organization file structure you have selected. If you have files that don't match any records schedule items on the file survey form, please go to tab number 5.

This tab contains links to resources to help you search for additional records schedule items. Clicking on "All EPA Records Schedules" will link you to all the records schedules used across the entire Agency.

A little farther down in this tab is space for you to type:

- a brief description of any files you have not been able to match to a records schedule item;
- questions for follow up with your Records Management Contact; and
- the names of electronic information systems for which you are the custodian.

<http://intranet.epa.gov/ow/records>

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When you have completed your file survey, save the entire Excel file. Send it as an email attachment to your Records Management Contact. Your Records Management Contact will review it, discuss any follow-up questions with you, and forward the survey to the Office of Water Records Liaison Officer for data entry in the file structure spreadsheet.

<http://intranet.epa.gov/ow/records>

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A screenshot of the OW Intranet website. The header shows "OW Intranet" with "Office of Water" underneath. A breadcrumb trail reads "You are here: Home > ow > records > Office of Water Records Management Program". The main heading is "Office of Water Records Management Program". Below this is a section titled "File Structure" with a paragraph explaining that each person in the Office of Water (OW) is required to have an individual file structure. A link says "Open the file structure spreadsheet form". Below that is a list of links for different OW offices: "OW / Immediate Office", "OW / Office of Ground Water and Drinking Water", "OW / Office of Science and Technology", "OW / Office of Wastewater Management", and "OW / Office of Wetlands, Oceans and Watersheds".

The spreadsheet is the centralized tool for maintaining file structures for all individuals and organizations in the Office of Water. It is available on the *ow/records* site.

The individual file structure you generated by selecting "x" in the "YES" column is for your temporary reference while your survey is being reviewed and submitted to the Records Liaison Officer. Once your survey has been entered in the file structure spreadsheet, always refer to the spreadsheet on the *ow/records* site for the latest version of your individual file structure.

<http://intranet.epa.gov/ow/records>

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To see your individual file structure in the file structure spreadsheet:

- Open the file structure spreadsheet at: <http://intranet.epa.gov/ow/records/index.htm#FileStructure>.
- Select the tab for your program office and division or Office of Water Immediate Office.

<http://intranet.epa.gov/ow/records>

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Scroll to the right to see the organization names. Click on the "+" symbol above your organization to expand the columns and see the personnel names. Scroll to the right to find the column with your name.

<http://intranet.epa.gov/ow/records>

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1 2 3

- Click on the filter drop-down box in the column with your name. Click "(Select All)" to remove the default check marks, then click the box on the line that starts with "OW/". Click "OK."
- Hold down the Ctrl key and press the Home key on your keyboard to return to the beginning of the spreadsheet. Use the vertical scroll bar to see the records schedule items on your individual file structure.

<http://intranet.epa.gov/ow/records> 65

Requirement 3:

Match your files to your file structure.

Once you have created your file structure, you can put it to work for you by matching your files to the records schedule items you have selected. You can do this with ready-to-print disposition labels from the *ow/records* site.

<http://intranet.epa.gov/ow/records>

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U.S. EPA Office of Water
File Structure

Each records schedule item on the Office of Water file structure has a separate disposition label. Access the disposition labels by clicking the "L" cells in the file structure spreadsheet.

For physical files, place the disposition label on the front, in the upper left corner, of each file folder.

<http://intranet.epa.gov/ow/records>

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405
Contract Management Records
Contract-level Contracting Officer's Representative (COR)
Formerly called Project Officer (PO)

CONT 202b

Close when final payment for the overall contract is made. + 1 year + 5 years, 3 months

Close Date Retire Date Final Disposition Date

Final Disposition Action: ☒ Destroy or ☐ Permanently Transfer
United States Environmental Protection Agency 05/31/2007

- AUDV_738a_Photos_by_N_New
- CONT_258c_Contract_68-W-01-002
- INFO_095d_Web_Management
- NONR_008a_OW_RM_Library
- PROG_006a_Quality_Control
- PROG_006b_Baseline_Assessment
- PROG_006b_Compliance-RM_Require
- PROG_006b_Phase_1
- Baseline_Assessment_(PROG_006b)
- Compliance-RM_Requirements_(PROG_006b)
- Contract_68-W-01-002_(CONT_258c)
- OW_RM_Library_(NONR_008a)
- Phase_1_(PROG_006b)
- Photos_by_N_New_(AUDV_738a)
- Quality_Control_(PROG_006a)
- Web_Management_(INFO_095d)

For electronic files, incorporate the file code that is in the upper right corner of the label into the electronic file name or directory name.

<http://intranet.epa.gov/ow/records>

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Detailed information on finding and applying the disposition labels is on the *ow/records* site at:

Disposition Labels Guidance

http://intranet.epa.gov/ow/records/docs/disposition_labels_guidance.doc

Frequently Asked Questions About Attaching File Codes to Electronic Files on the Share Drive

http://intranet.epa.gov/ow/records/docs/share_drive_faq.doc

Label Lane presentation from the

Office of Water Records Management Program Open House

http://intranet.epa.gov/ow/records/docs/openhouse_2.pdf

<http://intranet.epa.gov/ow/records>

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Requirement 4: Update your file structure.

The Office of Water is a dynamic organization. New activities begin. Workgroups are formed. Existing projects come to an end. Responsibilities shift. People retire. Detailees arrive. All these changes can affect the types of files in your custody.

If your job responsibilities change, if you move to a new branch, if you inherit files from someone who has left, please review your file structure.

<http://intranet.epa.gov/ow/records>

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Updating your file structure by adding or deleting records schedule items is fast and simple with the Individual File Structure Update form on the *ow/records* site:

http://intranet.epa.gov/ow/records/docs/file_structure_update_form.doc

Follow the instructions in the form, and send the completed form to your Records Management Contact.

If you move outside your program office, or go on detail, you may have to complete a new file survey. Consult your Records Management Contact, or read the guidance on the *ow/records* site, to learn whether to submit a new file survey or an update form.

Always refer to the electronic file structure spreadsheet on the *ow/records* site for the latest version of your individual file structure.

<http://intranet.epa.gov/ow/records>

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Requirement 5: Follow disposition instructions.

The disposition instructions for your files are printed on the disposition labels.

<http://intranet.epa.gov/ow/records>

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Each label displays disposition instructions for a records schedule item on the Office of Water file structure, with space to enter disposition dates.

405	CONT 202b		
Contract Management Records			
Contract-level Contracting Officer's Representative (COR) Formerly called Project Officer (PO)			
Close when final payment for the overall contract is made.	+ 1 year	+ 5 years, 3 months	
↓	↓	↓	
Close Date	Retire Date	Final Disposition Date	
Final Disposition Action: <input checked="" type="checkbox"/> Destroy or <input type="checkbox"/> Permanently Transfer			
United States Environmental Protection Agency 05/31/2007			

By following the instructions, you can manage the closure, retention, and final disposition of your files according to the records schedule items.

<http://intranet.epa.gov/ow/records>

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405	CONT 202b		
Contract Management Records			
Contract-level Contracting Officer's Representative (COR) Formerly called Project Officer (PO)			
Close when final payment for the overall contract is made.	+ 1 year	+ 5 years, 3 months	
↓	↓	↓	
Close Date	Retire Date	Final Disposition Date	
Final Disposition Action: <input checked="" type="checkbox"/> Destroy or <input type="checkbox"/> Permanently Transfer			
United States Environmental Protection Agency 05/31/2007			

405	CONT 202b		
Contract Management Records			
Contract-level Contracting Officer's Representative (COR) Formerly called Project Officer (PO)			
Close when final payment for the overall contract is made.	+ 1 year	+ 5 years, 3 months	
↓	↓	↓	
Close Date	Retire Date	Final Disposition Date	
10/13/2011			
Final Disposition Action: <input checked="" type="checkbox"/> Destroy or <input type="checkbox"/> Permanently Transfer			
United States Environmental Protection Agency 05/31/2007			

When the closure trigger occurs, close the file. Enter the close date in the space on the disposition label.

Use the disposition date calculator on the *ow/records* site to calculate the disposition dates from the retention formula on the label. When the final disposition date occurs, take the final disposition action that is printed on the label.

<http://intranet.epa.gov/ow/records>

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Destroying Records

The instructions on your disposition label tell you its retention period and is ready for final disposition label is "destroy," please follow the Office of Water Information.

EPA and Office of Water guidance and policy require that destruction of records. The Records Destruction Form below has been customized for the Office of Water. To complete your disposition label, check boxes, and drop-down form fields to save you time in completing the form.

Along with the Records Destruction Form are a checklist to be sure that your file is eligible to be destroyed, block-by-block instructions for completing the form, and a quality control checklist for proofing the completed form.

Download the [Office of Water Records Destruction Form with Instructions for Destroying Recorded Information](#)

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Contract Management Records
Contract-level Contracting Officer's Representative (COR)
Formerly called Project Officer (PO) CONT 202b

Close when final disposition made for the overall contract: ↓ + 1 year ↓ + 5 years, 3 months ↓

Close Date Retire Date Final Disposition Date

Final Disposition Action: ☒ Destroy ☐ Permanently Transfer

United States Environmental Protection Agency

If the final disposition action is "Destroy," follow the Instructions for Destroying Recorded Information on the [ow/records](#) site. The Office of Water requires a records destruction form to document the proper destruction of files with a retention period of one year or more.

<http://intranet.epa.gov/ow/records>

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306-114

REGS 149a(1)

Regulations, Standards, and Guidelines

Published regulations, standards, and guidelines -

Nonelectronic

[Includes microform record copies]

Close when rule is promulgated or guideline is approved.

↓ + 1 year ↓

↓ + 19 years ↓

Close Date

Retire Date

Final Disposition Date

Final Disposition Action: ☐ Destroy or ☒ Permanently Transfer

United States Environmental Protection Agency

02/29/2008

If the final disposition action is "Permanently Transfer," contact your Records Management Contact for assistance in transferring the files to the National Archives.

<http://intranet.epa.gov/ow/records>

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You can use the disposition instructions on the labels to manage your electronic files, as well as your physical files. Please read the "Using Information in the Labels to Manage Electronic Files" section of the Disposition Labels Guidance:

Disposition Labels Guidance
http://intranet.epa.gov/ow/records/docs/disposition_labels_guidance.doc

More information on following disposition instructions is on the *ow/records* site at:

File Closure Crossing presentation from the
 Office of Water Records Management Program Open House
<http://intranet.epa.gov/ow/records/docs/openhouse-3.pdf>

Office of Water Records Destruction Form with
 Instructions for Destroying Recorded Information
<http://intranet.epa.gov/ow/records/index.htm#DestroyingRecords>

<http://intranet.epa.gov/ow/records>


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We've reached the end of the "Understanding the Basics" presentation. Thank you very much for your time and attention.

<http://intranet.epa.gov/ow/records>

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Help! Help!


And remember ... You don't have to go through this alone. The Office of Water Records Management Program is here to help you meet your records management requirements.

Now, please take the next few minutes to open the file survey form on the *ow/records* site, and look through the instructions, tips, and survey tabs.

<http://intranet.epa.gov/ow/records>

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The End



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<http://intranet.epa.gov/ow/records>

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Records Destruction Form

1. Description	
2. Date Range	---
3. Office of Water Disposition Label	7

4. Date of Destruction	
5. Medium <input type="checkbox"/> Paper <input type="checkbox"/> Compact Disc (optical media) <input type="checkbox"/> Electronic File (nonremovable media, excluding email) <input type="checkbox"/> Photographic Material <input type="checkbox"/> Diskette (magnetic media) <input type="checkbox"/> Email <input type="checkbox"/> Video Tape <input type="checkbox"/> Audio Tape <input type="checkbox"/> Other (specify)	
6. Volume <div style="border: 1px solid black; padding: 5px; width: 80px; margin: 0 auto;">Quantity</div>	<div style="border: 1px solid black; padding: 5px;"> Unit of Measurement <input type="checkbox"/> Linear Inches <input type="checkbox"/> Manila/Kraft File Folders <input type="checkbox"/> Discs/Diskettes <input type="checkbox"/> KB <input type="checkbox"/> MB <input type="checkbox"/> GB <input type="checkbox"/> Cubic Feet <input type="checkbox"/> Expanding File Folders <input type="checkbox"/> Electronic Files/Emails <input type="checkbox"/> Tapes <input type="checkbox"/> Other (specify) </div>
7. Access Restrictions <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> No Restrictions <input type="checkbox"/> Acquisition Sensitive Information <input type="checkbox"/> Confidential Business Information <input type="checkbox"/> Enforcement Sensitive Information <input type="checkbox"/> Other (specify) </div> <div> <input type="checkbox"/> Personally Identifiable Information <input type="checkbox"/> Privacy Act System of Records <input type="checkbox"/> Privileged / Confidential Agency Information <input type="checkbox"/> Sensitive But Unclassified / Controlled Unclassified Information (CUI) </div> </div>	
8. Method of Destruction <input type="checkbox"/> Recycle <input type="checkbox"/> Shred <input type="checkbox"/> Delete <input type="checkbox"/> Other (specify)	
9. Custodian	
10. Custodian's Organization Office of Water /	
11. Records Management Contact	
12. I certify that, to the best of my knowledge, this recorded information is not subject to any current or pending audit, litigation, subpoena, Freedom of Information Act (FOIA) request, or other legal demand for retention or disclosure.	
<div style="border-top: 1px solid black; display: flex; justify-content: space-between; align-items: center;"> (signature and date) Role of Person Signing: <input type="checkbox"/> Custodian <input type="checkbox"/> Records Management Contact <input type="checkbox"/> Other (specify above next to signature) </div>	

Instructions for Destroying Recorded Information

These instructions apply to all recorded information in the Office of Water. Recorded information, also called documentary materials, consists of records, nonrecords, and personal papers (http://intranet.epa.gov/ow/records/docs/ow_records_cheat_sheet_05-23-2007.doc).

Before proceeding with the destruction, use this checklist to be sure that the information is eligible to be destroyed.

<input type="checkbox"/>	Disposition Label:	The file containing the information is correctly labeled according to the Disposition Labels Guidance; and all information in the file matches the records schedule item described on the disposition label. (http://intranet.epa.gov/ow/records/#Disposition)
<input type="checkbox"/>	File Closure:	The file is correctly closed according to the Disposition Labels Guidance.
<input type="checkbox"/>	Date Calculation:	The disposition dates (Close Date, Retire Date, and Final Disposition Date) on the disposition label are correctly calculated. (http://intranet.epa.gov/ow/records/calculator)
<input type="checkbox"/>	Final Disposition Date:	The Final Disposition Date will have occurred by the Date of Destruction.
<input type="checkbox"/>	Final Disposition Action:	The Final Disposition Action on the disposition label is: <input checked="" type="checkbox"/> Destroy
<input type="checkbox"/>	Legal Demand:	The file is not subject to any current or pending audit, litigation, subpoena, Freedom of Information Act (FOIA) request, or other legal demand for retention or disclosure.

General Instructions for Completing the Office of Water's Records Destruction Form

- **Retention Periods of One Year or Longer**

The Records Destruction Form is mandatory for on-site destruction of files that have a total retention period of one year or longer. The total retention period is the time between the Close Date and the Final Disposition Date on the disposition label.

- **Retention Periods of Less than One Year**

The Records Destruction Form is optional for files with a total retention period of less than one year. An example of good business practice in completing a Records Destruction Form for files with a retention period of less than one year is: documenting that personnel files with access restrictions are nonrecord duplicate copies of record copies held by a human resources office and that the duplicate copies are destroyed by shredding.

- **Files with Different File Codes**

The file code is the alpha-numeric identifier in the upper right corner of the disposition label. File codes correspond to disposition instructions for records schedule items. Every records schedule item has its own unique file code. Complete separate Records Destruction Forms for files with different file codes. For example, you would complete separate Records Destruction Forms for files with the file codes CONT 003a, FINA 028e, and PROG 006b.

- **Files with Different Final Disposition Dates**

As a general rule, complete separate Records Destruction Forms for files with different Final Disposition Dates.

In cases where completing separate Records Destruction Forms is excessively burdensome, you may complete one Records Destruction Form for files with different Final Disposition Dates, provided:

- (1) All files have the same file code.
- (2) In Block 1, an explanation is included in the description (for example, "Original travel receipts from 2002, 2003, 2004").
- (3) In Block 2, the date range is from the earliest date to the latest date of the activity documented by all the files, collectively.
- (4) In Block 3, the disposition dates (Close Date, Retire Date, and Final Disposition Date) are for the files that closed the latest.
- (5) In Block 6, the quantity includes all files; and the unit of measurement is applicable to all files.
- (6) In Blocks 4, 5, 7, 8, 9, 10, 11, and 12, the information entered applies to all files.

- **Required Blocks**

All 12 blocks of the Records Destruction Form are required and must be completed.

- **Method of Completing the Records Destruction Form**

Complete the Records Destruction Form electronically or by handwriting. If you complete the form by handwriting, please print or write legibly.

- **Retention of the Records Destruction Form**

Give the signed original of the Records Destruction Form to your Program Office Lead Records Management Contact (<http://intranet.epa.gov/ow/records/#RecordsManagementContacts>) to retain in a file with the disposition label for file code ADMI 307a(2), Records Disposition Files -- Records description and disposition program documentation. Give a copy of the signed Records Destruction Form to the Office of Water Records Liaison Officer.

Block-by-Block Instructions for Completing the Records Destruction Form

1. Description

Briefly describe the files to be destroyed. Enter file names, project titles, unique identifiers, or other information that supplements the records schedule title and item description on the disposition label.

Here are some examples:

Records Schedule Title	Description for Block 1
Contract Management Records	Contract name and number
Information Tracking Systems	Name of electronic information system
Conferences, Seminars, Associations, and Societies Files	Name of conference
Employee Awards Files	Name of award and/or name of employee(s) receiving the award

Include enough information to identify the specific files to be destroyed. Keep in mind that case law cited in guidance from the U.S. Department of Justice on responding to Freedom of Information Act (FOIA) requests states, "absent proof that requested records were destroyed, agency cannot refuse to search for such records simply because they were type of records not required to be retained" (The Department of Justice Guide to the Freedom of Information Act (2009 Edition)). In other words, if you do not have a description to prove that the specific files being requested were destroyed, you still have to conduct a search for them before you respond to the FOIA.

Spell out acronyms. Some acronyms have multiple meanings depending on context. You may know what the acronym means today; but someone else might not understand it years from now.

2. Date Range

The date range is the beginning date and ending date of the period of time during which the activity that is documented by the files occurred.

Usually the date range consists of the earliest and latest dates that appear on the information in the files, such as the date an email is sent, the date correspondence is signed, the date an award is announced. The date range also could include the period of time when the activity was continuing and the files were being used for Agency business. For files that do not contain dates, the records custodian or other person with knowledge of the files should determine the period of time that the activity documented by the files occurred.

Include the complete month, day, and year in the beginning date and ending date of the date range. If the exact dates are not readily available, you may round to the calendar quarter or the fiscal or calendar year, provided that the date range is inclusive. For example, if you are sure the activity began in 1996 and concluded in 2002, but you do not have the exact dates, you could use 01/01/1996 as the beginning date and 12/31/2002 as the ending date.

The ending date in the date range must not be later than the Close Date on the disposition label.

3. Office of Water Records Disposition Label

For Disposition Labels Guidance, go to: <http://intranet.epa.gov/ow/records/#Disposition>.

Insert an Office of Water disposition label using one of the following methods.

- Paste a disposition label in the blank rectangle on the Records Destruction Form.
- Photocopy the disposition label from the file folder onto the back of Records Destruction Form.
- Cut the disposition label off the file folder and staple the label to the Records Destruction Form.
- Ask your Records Management Contact to have a customized Records Destruction Form, with the disposition label inserted electronically, sent to you by email. (Program Office Lead Records Management Contacts: Place the request for the customized Records Destruction Form with the Office of Water Records Liaison Officer.)
- Copy and paste the disposition label electronically into the Records Destruction Form by following the instructions below.

How to Copy and Paste the Disposition Label Electronically

- (1) Find the label.
 - Click on the hyperlink in the file structure spreadsheet on the Office of Water Records Management Program Intranet site.
(<http://intranet.epa.gov/ow/records/#FileStructure>)
- (2) Highlight the label.
 - Click inside the label.
 - Highlight the **entire** label by selecting: Layout, Select, Table (**Alt a c t**). Do **not** attempt to highlight the label by manually clicking and dragging the cursor. This can result in loss of formatting and text.
- (3) Copy the label.
 - Select: Home, Copy (**Ctrl c**).
- (4) Open the Records Destruction Form.
- (5) Unprotect the Records Destruction Form.
 - Select: Review, Protect Document, Restrict Formatting and Editing (**Alt r pr f**). Select: Stop Protection.
- (6) Paste the label.
 - Click in the **white space between** the two small gray form fields inside the blank rectangle that is below the words:
"3. Office of Water Disposition Label."
 - Select: Home, Paste as Nested Table (**Ctrl v**).
 - You should see one small gray form field above the pasted label and one small gray form field below the pasted label.
 - Be sure that all the text from the disposition label is visible on the copy that is pasted in the Records Destruction Form. The formatting and text of the label should be identical to the printed label on the file folder.
- (7) Protect the Records Destruction Form.
 - If you do not protect the form after pasting, the check boxes and drop-down form fields will not function.
 - Select: • 2. Editing restrictions, Allow only this type of editing in the document: Filling in forms. • 3. Start enforcement, Yes, Start Enforcing Protection. • OK (leave the password fields blank). • Click the X in the upper right corner of the Restrict Formatting window to close the window.

Be sure the disposition label version still is valid.

- Records schedule changes can cause the information on your disposition label to become out of date and inaccurate.
- You can determine if the disposition label version is valid by comparing the version date in the lower right corner of the label with the "Disposition Label: Version Date" and "Disposition Label: Is Version Valid?" columns in the Office of Water file structure spreadsheet (<http://intranet.epa.gov/ow/records/#FileStructure>). If the label is valid, "Yes" will appear next to the version date in the spreadsheet. If the label is not valid, "No" will appear.
- If the label version is not valid, click on the hyperlink in the spreadsheet to obtain a new label, or see your Records Management Contact for assistance (<http://intranet.epa.gov/ow/records/#RecordsManagementContacts>).

Be sure the records schedule that corresponds to the disposition label is in Final status.

- Final Disposition Action is authorized only for files matched to records schedules in Final status.
- Disposition labels for files matched to records schedules not in Final status will have one of these warning statements:
 - This schedule is in Draft status and may not be used for Final Disposition of records until the schedule is moved to Final status.
 - This schedule is in Development status and may not be used for Final Disposition of records until the schedule is moved to Final status.
- If the records schedule is in Draft or Development status, you must wait until it is moved to Final status before you may proceed with the destruction.

Be aware of records schedule changes in progress.

- The EPA National Records Management Program publishes changes to records schedules each month, usually on the Friday of the first full week of each month.
- The Office of Water Records Management Program publishes a "NOTICE OF TEMPORARY DISPOSITION HOLD" in the Office of Water file structure spreadsheet to alert you to records schedules that are on the list of changes for the current month. The notice asks that you not take any disposition action until the changes are reviewed and the file structure spreadsheet, including disposition label version information, is updated.

Be sure that all three disposition dates (Close Date, Retire Date, and Final Disposition Date) are on the disposition label.

Do not change the information that is printed on the disposition label or add any information to the disposition label, other than the three disposition dates. Information that describes the files and supplements the records schedule title and item description on the disposition label should be entered in Block 1, Description.

Be sure that the Close Date on the disposition label is not earlier than the ending date in the date range in Block 2.

4. Date of Destruction

Enter the complete month, day, and year of the date the files will be destroyed. The Date of Destruction must not be earlier than the Final Disposition Date.

5. Medium

Check the box(es) that correspond(s) to the material in which the files are stored. You may check all media that apply, provided that the information in Blocks 1 through 4 and 7 through 12 apply to all media checked. If there is no applicable check box, check "Other" and specify the medium.

Please note that "Email" refers to medium, not format. If you are deleting emails from your EPA email account, check "Email." If you are destroying emails that have been printed, check "Paper."

6. Volume

Indicate the quantity of files to be destroyed using the easiest and most logical unit of measurement.

Enter an amount in the box for "Quantity"; and check the applicable box for "Unit of Measurement" (for example: 12 Linear Inches; 3 Cubic Feet; 25 Discs/Diskettes; 7 Expanding File Folders; 889 KB). If there is no applicable check box, check "Other" and specify the unit of measurement.

Be sure that the unit of measurement fits the medium checked in Block 5. For example, paper can be measured in inches, feet, or File Folders. Files on a network share drive can be measured in kilobytes (KB), megabytes (MB), gigabytes (GB), or Electronic Files.

Enter only one quantity amount for each unit of measurement, and only one unit of measurement for each quantity amount. If one unit of measurement does not fit all media in Block 5, enter additional quantity amounts and units of measurement in the "Other" space in Block 6. For example, if you have 6 expanding file folders and 3 diskettes, you would enter:

5. Medium	
<input checked="" type="checkbox"/> Paper	<input type="checkbox"/> Compact Disc (optical media)
<input type="checkbox"/> Photographic Material	<input checked="" type="checkbox"/> Diskette (magnetic media)
<input type="checkbox"/> Other (specify)	<input type="checkbox"/> Electronic File (nonremovable media, excluding email)
	<input type="checkbox"/> Email
	<input type="checkbox"/> Video Tape
	<input type="checkbox"/> Audio Tape
6. Volume	
Quantity	Unit of Measurement
6	<input type="checkbox"/> Linear Inches
	<input type="checkbox"/> Manila/Kraft File Folders
	<input type="checkbox"/> Discs/Diskettes
	<input type="checkbox"/> KB
	<input type="checkbox"/> MB
	<input type="checkbox"/> GB
	<input type="checkbox"/> Cubic Feet
	<input checked="" type="checkbox"/> Expanding File Folders
	<input type="checkbox"/> Electronic Files/Emails
	<input type="checkbox"/> Tapes
	<input checked="" type="checkbox"/> Other (specify) PLUS 3 Diskettes

Count one standard records retirement box (10 x 12 x 15 inches) as 1 Cubic Foot.

7. Access Restrictions

If access to the files is not restricted, check "No Restrictions."

If access to the files is restricted, check the box with the applicable restriction. Below are access restrictions definitions derived from EPA training and guidance.

If there is no check box for the access restriction applicable to the files, check "Other" and specify the type of restriction.

Do not include any information that has access restrictions in Block 1, Description.

Access Restrictions Definitions

Acquisition Sensitive Information

Includes contract information that must be protected from public disclosure or from anyone who does not possess a "need to know." Examples include but are not limited to: source selection information, proposals or work plans (technical and financial), work assignments, task orders/delivery orders, invoices and monthly progress reports, deliverables, past performance information, cost or pricing data and indirect costs rates.

Confidential Business Information (CBI)

Includes information that is a trade secret or commercial or financial information from outside parties that has been claimed or determined to be confidential.

Enforcement Sensitive Information

Includes information that would: interfere with ongoing or anticipated enforcement actions; disclose law enforcement techniques or procedures; or reveal the identities of witnesses or confidential informants.

Personally Identifiable Information (PII)

Any information that potentially can be used to identify, contact or locate an individual. Below is a list of common forms of PII:

- full names;
- Social Security numbers;
- dates of birth;
- driver's licenses and passport numbers;
- street addresses;
- telephone numbers;
- email addresses;
- health care record numbers;
- insurance policy numbers;
- client numbers associated with various kinds of applications;
- biometric identifiers (finger and voice prints);
- birth, death and marriage certificates;
- mother's maiden name;
- education and employment records;
- credit card numbers;
- bank account numbers.

Privacy Act System of Records

Any group of records under the control of the Agency from which information is retrieved by personal identifier such as the name of the individual, or a number, symbol, or other unique identifier assigned to the individual. Single Agency records or groups of records which are not retrieved by a personal identifier are not part of a System of Records. Uncirculated personal records maintained by individual employees of the Agency which are prepared, maintained, or discarded at the discretion of the employee and which are not subject to the Federal Records Act, 44 U.S.C. 3101, do not constitute a System of Records; provided that such personal papers are not used by the employee or the Agency to make any determination concerning the rights, benefits, or privileges of individuals, and are not incorporated into an existing System of Records. A System of Records comes under the provisions of the Privacy Act.

Privileged / Confidential Agency Information

Includes information protected by the deliberative process, attorney client, or attorney work-product privileges; pre-decisional budget information; and internal security or vulnerability information.

Sensitive But Unclassified (SBU) / Controlled Unclassified Information (CUI)

Information that has not been classified as National Security Information. SBU/CUI is not classified, but required protection for other reasons. Such information is generally exempt from public disclosure and, depending on the type of information, dissemination may be restricted even within the federal government.

8. Method of Destruction

Check the applicable box to indicate how the files will be destroyed. If there is no applicable check box, check "Other" and specify the method of destruction.

Files with access restrictions must not be left in open recycling bins. They should be shredded or otherwise destroyed in a manner that prevents unauthorized access prior to their destruction.

9. Custodian

Enter the name of the individual who is the holder of the files or who serves as the responsible point of contact for the files.

The custodian may be former personnel if the Records Management Contact and the person signing the certification statement are current personnel.

10. Custodian's Organization

Select the custodian's organization from one of the four drop-down form fields. If you complete the Records Destruction Form by hand, include the complete Program Office or Office of Water Immediate Office, Division, and Branch.

11. Records Management Contact

Enter the name of the custodian's Records Management Contact as shown in the Directory of Office of Water Records Management Contacts (<http://intranet.epa.gov/ow/records/#RecordsManagementContacts>).

12. Certification

Mandatory Records Destruction Forms (for files with retention periods of one year or longer) must be signed by EPA employees. Optional Records Destruction Forms (for files with retention periods of less than one year) may be signed by EPA employees, contractors, or other individuals who are authorized custodians of Office of Water files.

Include: (1) signature; (2) date signed; and (3) role of the person signing the certification statement.

Checklist

Quality Control for Records Destruction Form: Questions to Ask

Instructions

- The correct answer to all questions is "Yes."
- For additional information, see the referenced pages in the Office of Water Records Destruction Form and Instructions for Destroying Recorded Information.

General (pages 2, 3)

- Are **all blocks completed**?
- Is all information on the form **legible**, whether handwritten, electronically entered, or photocopied?

1. Description (page 4)

- Does the description contain **sufficient detail** for the type of files covered by the records schedule item in Block 3 Office of Water Disposition Label?
- Are all **acronyms spelled out**?

2. Date Range (page 4)

- Are **both beginning and ending dates** entered?
- Do both dates include **complete month, day, and year**?
- Is the **ending date on or after the beginning date**?
- Are the beginning and ending dates **consistent with the dates in the files** being destroyed and any accompanying documentation, such as inventory lists, if included?

3. Office of Water Disposition Label (pages 2, 5, 6)

- Is entire disposition label **visible** on the Records Destruction Form, and not cut off?
- Is the disposition label **unaltered**, other than to add the disposition dates?
- Is disposition label version date **valid**?
- Is there **no change in progress** for this records schedule?
- Is the records schedule in **final status**?
- Is the records schedule item an **appropriate match** for the files described in Block 1 Description?
- Are all **three disposition date blocks** completed?
- Is the Close Date consistent with the **Closure Trigger**?
- Is the **Close Date on or after the ending date** in Block 2 Date Range?
- Are the disposition dates on the disposition label **correctly calculated**?
- Has the **Final Disposition Date occurred**?
- Is the Final Disposition Action on the disposition label "**destroy**"?

4. Date of Destruction (page 6)

- Is the Date of Destruction a **complete month, day, and year**?
- Is the Date of Destruction **on or after the Final Disposition Date**?

5. Medium (pages 2, 7)

- If **more than one medium** is checked, is **each medium accounted for** in Block 6 Volume?
- Is the medium an **appropriate match for the records schedule item**?

6. Volume (page 7)

- Is only **one quantity amount** entered for each unit of measurement?
- Is only **one unit of measurement** entered for each quantity amount?
- If **multiple** quantity amounts and units of measurement are applicable, are they entered clearly in the "Other" space?
- Is each unit of measurement an **appropriate match for the medium**?

7. Access Restrictions (pages 7, 8)

- Are the access restrictions **appropriate for the type of files** being destroyed?

8. Method of Destruction (page 9)

- Is the Method of Destruction **appropriate for the Access Restrictions** in Block 7?

9. Custodian (page 9)

- Is a **correctly spelled** custodian name entered?

10. Custodian's Organization (page 9)

- Is the organization that is entered **correct for the Custodian**?
- Are the **complete office, division, and branch** entered?

11. Records Management Contact (page 9)

- Is a **correctly spelled, current** Records Management Contact name entered?

12. Certification Statement (page 9)

- Are both **signature and date** entered?
- Is the "**Role of Person Signing**" checked?
- If "**Other**" is checked, is the Role specified next to the signature?

REPORTS OF WORK TECHNICAL SUPPORT FOR ASSESSMENT AND WATERSHED PROTECTION

I. Monthly Progress Report

The Contractor shall furnish two (2) copies of a combined monthly technical and financial progress report briefly stating the progress made, including the percentage of the project completed during the reporting period. The Contractor shall also furnish electronic copies of the combined monthly technical and financial progress reports to the Contract Level Contracting Officer Representative (CL-COR) and Alternate CL-COR.

For this contract, the work is ordered using task orders. The Contractor is to include the percentage of work ordered and completed during the reporting period. Specific discussions shall include: activities undertaken, deliverables submitted, difficulties encountered, remedial action taken during the reporting period, and anticipated activity during the subsequent reporting period. In addition, the report shall specify contract financial status as follows:

- (a) For term form task orders, provide:
 - (1) Cumulative totals for the contract amounts obligated, amounts claimed, and remaining available funds. Available funds are defined as the total obligated amount less total funds claimed.
 - (2) Cumulative labor hours and dollars, broken out by prime contractor and subcontractor labor category, expended from the effective date of the contract through the last day of the current reporting month. Actual costs and direct labor hours expended during the current reporting month.
 - (3) Estimated costs and direct labor hours to be expended during the next reporting period.
 - (4) Actual costs and direct labor hours incurred for each task order issued and estimates of costs and man-hours required to complete each task order.
- (b) For completion form contracts, provide a graph using a vertical axis for dollars and a horizontal axis for time increments that shows the actual and projected rate of expenditures against the total estimated cost of the contract.
- (c) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.
- (d) The reports shall be submitted to the CL-COR via email and to the Contracting Officer via FedConnect on or before the 20th of each month following the first complete calendar month of the contract.

Distribute reports as follows:

Contract Level COR	2 copies
Contracting Officer	FedConnect

II. Draft Final Reports

At least 30 days prior to the completion of the period of performance, the Contractor shall submit to the EPA (CL-COR) two (2) copies of the Draft Final Report. The Contractor shall, in addition, furnish the EPA Contracting Officer with one (1) copy of the letter transmitting the Draft Final Report via FedConnect.

The Draft Final Report should summarize the progress made in all task order areas during the term of the contract, noting the percentage(s) of work completed, as well as unfinished tasks. The Report should also include a brief discussion of difficulties encountered and remedial action(s) taken in each task order area during the reporting period.

In addition, the Report shall specify contract financial status in each task order area as follows:

- (1) Total cumulative costs and direct labor hours expended from the effective date of the contract through the last day of the contract period. Include a cumulative incurred cost per direct labor hour average computation, and compare the result to the cumulative average cost per direct labor hour derived from the estimated cost of the contract.
- (2) Actual costs and direct labor hours expended during the contract period.
- (3) Actual costs and direct labor hours expended for each task order issued.
- (4) A graph using a vertical axis for dollars and a horizontal axis for time increments which depicts the projected and actual rate of expenditures against the total estimated cost of the contract.

The Government will review and return each submission of the Draft Final Report indicating approval or disapproval (and comments, if necessary), within fourteen (14) calendar days of its receipt. The Draft Final Report should include all illustrations, tables, drawings, charts, data sheets, and other pertinent materials required for an approved Final Report.

III. Final Reports

Within 7 days of the conclusion of the period of performance, the Contractor shall deliver one (1) copy of the approved Final Report to the EPA Contracting Officer via FedConnect, and two (2) copies to the EPA Contract Level Contracting Officer Representative (CL-COR).

IV. Special Reports

Additional reporting requirements may be identified in task orders. Delivery schedules, number of copies, format, and distribution will also be identified in the task orders. In general, reports shall be submitted to the EPA Task Order Contracting Officer Representative (TOCOR) in hard copy as well as electronically in Microsoft Word format or other format as specified by the Task Order Contracting Officer Representative (TOCOR).

**DEFINITION OF LABOR CLASSIFICATIONS
TECHNICAL SUPPORT FOR ASSESSMENT AND WATERSHED PROTECTION**

The following definitions of the labor classifications are provided to aid in the preparation of the technical and cost portions of your proposal.

(a) Professional

- (1) **Level 4** - Plans, conducts, and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with wide latitude for un-reviewed action.

Typical Title: Project Manager, Quality Assurance Officer, Water Resource Engineer, Environmental Engineer, Environmental Scientist, Chemist, Biologist, Computer Scientist, Statistician, Economist, Ecologist, Contract Administrator
Normal Qualifications: Ph.D. Degree or equivalent
Typical Experience: 10 years or more

- (2) **Level 3** - Under general supervision of project leader, plans, conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistants, reviews progress, and evaluates results, makes changes in methods, design or equipment where necessary. Operates with some latitude for un-reviewed action or decision.

Typical Title: Water Resource Engineer, Environmental Engineer, Environmental Scientist, Computer Scientist, Graphics/Editorial/Public Outreach Specialist, Chemist, Biologist, Environmental Planner Economist, Ecologist Statistician, Meeting Facilitator
Normal Qualifications: Master's Degree or equivalent
Normal Experience: 6 years or more

- (3) **Level 2** - Under supervision of a professional level 3 or 4, carries out assignments associated with specific projects. Translates technical guidance received from supervisor into usable data applicable to the particular assignment; coordinates the activities of a technician level 1 or 2. Work assignments are varied and require some originality and ingenuity.

Typical Title: Environmental Engineer, Environmental Scientist, Systems Analyst/Programmer, Chemist, Biologist, Statistician, Economist, Environmental Planner, Ecologist, Computer Graphics/Graphic Designer, Technical Editor/Information Specialist, Meeting Planner Coordinator, Contract Administrator, Videographer
Normal Qualifications: Bachelor's Degree or equivalent
Typical Experience: 3 years or more

- (4) **Level 1** - Lowest of entering classification. Works under close supervision of professional level 3 or 4. Gathers and correlates basic data and performs routine analyses. Works on less complicated assignments where little evaluation is required.

Typical Title: Environmental Engineer, Environmental Scientist, Computer Systems/Graphic Specialist, Technical Editor/Writer, Environmental Planner, Lab Technician, Public Information Specialist, Data Entry Specialist, Meeting Planner/Coordinator, Environmental Specialist, Contract Administrator
Junior, Associate

Normal Qualifications: Bachelor's Degree or equivalent

Typical Experience: 0 years or more

NOTE: See Level of Effort Distribution Table under Cost Proposal Instructions (L-24 Local Clauses EPA-L-36-101 Proposal Instructions) for additional information regarding the alignment of professional levels.

(b) Experience/Qualification Substitutions

- (1) Any combination of additional years of experience in the proposed field of expertise and/or full time college level study in the particular field totaling four years will be an acceptable substitute for a Bachelor's Degree.
- (2) A Bachelor's Degree plus any combination of additional years of experience in the proposed field of expertise and/or graduate level study in the proposed field of expertise totaling two years will be an acceptable substitute for a Master's Degree.
- (3) A Bachelor's Degree plus any combination of additional years of experience in the proposed field of expertise and/or graduate level study in the proposed field of expertise totaling four years or a Master's Degree plus any combination of additional years of experience in the proposed field of expertise and/or graduate level study in the proposed field of expertise totaling two years will be an acceptable substitute for a Ph.D. Degree.
- (4-) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-to-one basis.

QUALITY ASSURANCE SURVEILLANCE PLAN
TECHNICAL SUPPORT FOR ASSESSMENT AND WATERSHED PROTECTION

Performance Requirement	Measureable Performance Standards	Surveillance Method	Incentives/ Disincentives
<p>Management and Communications:</p> <p>The Contractor shall maintain contact with the EPA CO, CL-COR, and TOCOR throughout the performance of the contract/task order and shall immediately bring potential problems to the attention of the EPA CL-COR and appropriate TOCOR. In cases where issues have a direct impact on project schedules, cost, time, or quality, the contractor shall provide options for EPA's consideration on resolving the issues or mitigating their impacts.</p>	Any issue adversely impacting project schedules, cost, time or quality shall be brought to the attention of the EPA CL-COR and appropriate TOCOR within 3 work-days of occurrence.	50% of active task orders/deliverables will be reviewed by the EPA CL-COR/TOCOR (via monthly progress report) to identify unreported issues.	<p>Two or more incidents per task order where the contractor does not meet the measureable performance will be considered unsatisfactory performance and will be reported as such in the CPARS Performance Evaluation System under the category of Management.</p> <p>Fewer than two incidents per task order where the contractor does not meet the measureable performance standard will be considered acceptable performance and will be reported as such in the CPARS Performance Evaluation System under the category of Business Relations.</p>
<p>Timeliness:</p> <p>Services and deliverables shall be in accordance with schedules slated in each task order, unless amended or modified by an approved EPA action.</p>	No more than 25% of all deliverables per task order shall be submitted more than 3 work days past the due date.	100% of the active task orders/deliverables under the contract will be reviewed by the EPA CL-COR/TOCOR monthly (via monthly progress report & milestones established for each deliverable) to compare actual	If the contractor does not meet the measurable performance standards per task order it will be assigned a rating of Unsatisfactory in CPARS under the category of Schedule .

Performance Requirement	Measureable Performance Standards	Surveillance Method	Incentives/ Disincentives
		delivery dates against those approved.	
<p>Cost Management and Control:</p> <p>The Contractor shall monitor, track, and accurately report cost and fee expenditures to EPA through progress reports and approved special reporting requirements. The Contractor shall assign appropriately leveled and skilled personnel to all tasks, practice and encourage time management, and ensure accurate and appropriate cost control.</p>	<p>The contractor shall manage costs to the level of the approved ceiling on the individual task order. The contractor shall notify the TOCOR, CL-COR and CO when 75% of the approved funding ceiling for any particular task order is reached.</p>	<p>100% of the active task orders under the contract will be reviewed by the CL-COR and appropriate TOCOR monthly (via meetings, monthly progress reports & milestones established for each deliverable) to compare actual versus projected expenditures.</p>	<p>If the contractor does not meet the measurable performance standards per task order it will be assigned a rating of Unsatisfactory in CPARS under the category of Cost Control.</p> <p>An acceptable rating will be reported in the CPARS Performance Evaluation System under the category of Cost Control if the contractor meets the measureable performance standards and accurately reports the costs in the progress reports according to the requirements in the "Reports of Work" attachment to the RFP.</p>
<p>Technical Effort:</p> <p>The Contractor shall abide by its QMP and QAPPs for individual task orders in performing services and providing the support on this contract.</p>	<p>No more than 25% of deliverables and work products for any particular Task Order furnished to EPA for review by TOCOR and QAO shall require revisions to meet the requirements of the QMP and QAPP for the task order.</p>	<p>50% of active task orders/deliverables (and work products) will be reviewed by the EPA CL-COR/TOCOR to identify noncompliance issues with the QMP and QAPPs for individual task orders.</p>	<p>If the contractor does not meet the measurable performance standards per task order it will be assigned a rating of Unsatisfactory in CPARS under the category of Technical.</p>

**CONTRACTOR'S QUALITY MANAGEMENT PLAN (QMP)
TECHNICAL SUPPORT FOR ASSESSMENT AND WATERSHED PROTECTION**

TO BE INSERTED AT THE TIME OF AWARD

**CONTRACTOR'S ORGANIZATIONAL CONFLICT OF INTEREST (OCOI) PLAN
TECHNICAL SUPPORT FOR ASSESSMENT AND WATERSHED PROTECTION**

TO BE INSERTED AT THE TIME OF AWARD

**CONTRACTOR'S SMALL BUSINESS SUBCONTRACTING PLAN
TECHNICAL SUPPORT FOR ASSESSMENT AND WATERSHED PROTECTION**

TO BE INSERTED AT THE TIME OF AWARD

**CLIENT AUTHORIZATION LETTER
TECHNICAL SUPPORT FOR ASSESSMENT AND WATERSHED PROTECTION**

(Address)

Dear “Client”:

We are currently responding to the U.S. Environmental Protection Agency Request for Proposal (RFP) No. SOL-CI-16-00037 entitled “Technical Support for Assessment and Watershed Protection”. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection factor. EPA requires offerors to inform references identified in proposals that EPA may contact them about past performance information.

If you are contacted by EPA for information on work we have performed under contract for your company, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Any questions may be directed to:

Sincerely,

**PAST PERFORMANCE QUESTIONNAIRE
SOURCE SELECTION SENSITIVE INFORMATION
TECHNICAL SUPPORT FOR ASSESSMENT AND WATERSHED PROTECTION**

Name of Offeror:

Contract Information:
(Supplied by offeror in proposal, or obtained by EPA)

Evaluator's Organization:

Contract Number:

Contract Title:

Contract Value:

Type of Contract:

Period of Performance:

The ratings indicated below are to be supplied by the evaluator identified above and **not** the offeror. Please see page 2 for detailed explanation of narratives supporting the "Performance Elements" ratings below:

Performance Elements	Unsatisfactory	Marginal	Satisfactory	Very Good	Exceptional
1) Technical (Quality of Product or Service)					
2) Schedule					
3) Cost Control (N/A for FFP)					
4) Management					
5) Regulatory Compliance					

6) Please identify corporate affiliations that you have with the offeror, if any.

7) Would you do business with the offeror again?

8) Information provided by:

Name of Source _____

Title _____

Date _____

Address _____

Phone number _____

9) Questionnaire received by:

Name of EPA
Employee _____

Title _____

Date _____

Signature _____

**NOTE: PLEASE SEND COMPLETED QUESTIONNAIRES DIRECTLY TO
BRAD HEATH VIA E-MAIL TO HEATH.BRAD@EPA.GOV**

Narratives supporting “Performance Elements” ratings for chart on Page 1.

Technical (Quality of Product or Service): Evaluation of the contractor’s technical performance or progress toward meeting requirements. Assess the quality of deliverables relative to performance parameters required by the contract.

Schedule: Evaluation of the timeliness of the contractor against the milestones, delivery schedules, and administrative requirements established in the contract or task order. Assess the contractor's adherence to those required delivery schedule by assessing the contractor's efforts and the effectiveness of contractor corrective actions, if they were required.

Cost Control: Evaluation of the contractor’s effectiveness in forecasting, managing, and controlling contract cost. Assess whether the contractor demonstrated a sense of cost responsibility, through the efficient use of resources, in each work effort assessed. If there was an overrun or a need to increase the estimated cost, discuss that in the evaluation.

Management: Assess the extent to which the contractor discharges its responsibility for integration and coordination of all activities needed to execute the contract/order; identifies and applies resources required to meet schedule requirements; assigns responsibility for tasks/actions required by the contract/order; communicates appropriate information to affected program elements in a timely manner. Assess the contractor’s risk management practices, especially the ability to identify risks and formulate and implement risk mitigation plans. If applicable, identify any other areas that are unique to the contract/order, or that cannot be captured elsewhere under this element.

Regulatory Compliance: Assess compliance with all terms and conditions in the contract/order relating to applicable regulations and codes. Consider aspects of performance such as compliance with financial, environmental (i.e., Clean Air Act, Clean Water Act, etc.), safety, and labor regulations, as well as any other reporting requirements in the contract.